CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, March 24, 2026

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Testicular Cancer Awareness Month

PUBLIC COMMENT

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Meeting Minutes	Consider approval of the March 10, 2026 Council Meeting minutes.
Item No. 2 - Surplus Request	Consider declaring end-of-life inventory as surplus from the departments of Environmental Services, Fire, Human Resources, Police, and Information Technology, and to provide disposal per the Procurement Policy.
Item No. 3 - Board Appointments	Consider appointing members to the Code Enforcement Board and Firefighters Pension Board of Trustees.
Item No. 4 - Resolution No. 2026-008R Florida Boating Improvement Program	Consider authorization of grant application for matching funds in the amount of $300,000 towards the boat dock facility portion of the Meet Us In The Middle project.
Item No. 5 - Bid Award *City Street Resurfacing*	Consider bid award and executing a contract with S&L Materials, Inc. for resurfacing services (mill/overlay) on various roads in the budgeted amount of $668,653.51, and resurfacing Lakeshore Drive as an add-on in the budgeted amount of $160,255.

CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, March 24, 2026

Item No. 6 - Bid Award *Services for Water Reclamation Facility*	Consider awarding a Term Contract to Merrell Bros., Inc. to provide biosolids hauling, treatment and disposal.
Item No. 7 - Piggyback Term Contract *Public Services*	Consider approval to piggyback the City of Zephyrhills Term Contract No. 41-25-13 with RCM Utilities, LLC to provide installation services for underground infrastructure.
Item No. 8 - Piggyback Term Contract *Water Meters*	Consider approval to piggyback the City of Zephyrhills Term Contract No. 41-25-15 with National Metering Services, Inc. to provide meter replacement services.
Item No. 9 - Piggyback Term Contract *Sewer System Improvements*	Consider piggyback approval of Interlocal Purchasing System Term Contract 231102 with Vortex for sanitary sewer lining and related services.
Item No. 10 - Piggyback Term Contract *Water Supply Wells and Pumps Maintenance*	Consider approval to piggyback Tohopekaliga Water Authority Term Contract No. IFB-25-004-01 with A.C. Schultes of Florida, Inc. to provide well services and repairs.
Item No. 11 - Event Road Closure Request *Clermont Main Street*	Consider road closure approval for the Anime Market events on April 25 and Sept 12, 2026.
Item No. 12 - Event Road Closure Request *MARZ Event Mgmt.*	Consider road closure approval for HER Radiance Rising Fest on Saturday, April 25, 2026.

UNFINISHED BUSINESS

Item No. 13 - Ordinance No. 2026-013 *Final* *Certified Recovery Residences*	Consider ordinance to allow for the amendment of the Land Development Code Chapter 125 Zoning.

NEW BUSINESS

Item No. 14 - Resolution No. 2025-037R *7-11 Wellness Way CUP*	Consider a Conditional Use Permit to allow a convenience store, gas station, and car wash within the southern Neighborhood Center location, C-1 Light Commercial, within the Wellness Ridge Planned Unit Development.

CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, March 24, 2026

Item No. 15 - Resolution No. 2026-005R *CUP Amendment*	Consider a Conditional Use Permit to amend Resolution No. 2023-011R to include an additional outdoor seating area towards the north side of the Salt Shack on the Lake restaurant.
Item No. 16 - Ordinance No. 2026-011 *Intro* *Amend Community Development District*	Consider an amendment to the Wellness Ridge CDD to include the Sanctuary at Wellness Ridge development.
Item No. 17 - Bid Award *Construction of Fire Station 2*	Consider a bid award to Mulligan Constructors, Inc. for the construction of Fire Station 2 in the budgeted amount of $2,975,290.
Item No. 18 - Council Member Request	Discussion and Consideration to amend the City Charter.

REPORTS

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

PROCLAMATION

Whereas, testicular cancer is the leading cancer in men between ages 15 to 44, although it can occur at any age from infancy to elderly; and

Whereas, according to Testicular Cancer Awareness Foundation, approximately 9,720 individuals will be diagnosed in 2026 with testicular cancer in the United States; and

Whereas, according to Testicular Cancer Awareness Foundation, approximately 600 deaths will occur in 2026 caused by testicular cancer in the United States; and

Whereas, public awareness can increase early detection; and

Whereas, if detected early, testicular cancer is over 95% curable; and

Whereas, early-stage testicular cancer can be detected by performing monthly self-exams; and

Whereas, it is important to recognize those that have been affected by testicular cancer.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the month of April, Two Thousand and Twenty-Six as:

Testicular Cancer Awareness Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 24th Day of March in the year Two Thousand and Twenty-Six.

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2026

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, March 10, 2026, at 3:00 pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 3:00 pm with the following Council Members present: Council Members Strange, Bain, Myers and Petersen.

Other City officials present were City Manager Van Wagner, City Attorney Waugh, Deputy City Manager Matthys and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Jordan of New Jacob Chapel gave the invocation, followed by the Pledge of Allegiance.

PRESENTATIONS

Lake County Commissioner and Chairperson of the Board of Lake County Board of County Commissioners, Leslie Campione, provided an update to the City Council regarding ambulance deployment and emergency response times in the Clermont area. Commissioner Campione explained that in November the county committed to adding two additional ambulances dedicated to Clermont; however, since that time the county has added a total of four additional ambulances. Through a phased approach beginning in December, the county increased its minimum ambulance staffing from 20 to 24 fully staffed 24-hour ambulances. As a result, response times have improved and approaching the targeted benchmarks for paramedic response on fire apparatus and ambulance transport. County staff continue to closely monitor response data, including verified arrival times, to ensure accuracy and continued improvement.

Commissioner Campione asked the city to consider housing additional ambulances within city limits, potentially at the Public Safety Training Complex, to better serve the west side of U.S. Highway 27 and further reduce response times. She noted that the existing agreement between the City and County provides a framework for such arrangements, with the city supplying space and the County providing dispatch services.

Discussion ensued regarding ambulance placement, response times, and coordination between Lake County (Emergency Medical Services) EMS and the City's Fire Department. Commissioner Campione and County staff explained the locations and deployment of ambulances serving the Clermont area and noted that response times have improved since additional units were added. County officials also confirmed that the ambulances previously operating during peak hours are now fully staffed 24-hour units and part of the County's minimum staffing. Commissioner Campione emphasized the County's commitment to maintaining and improving emergency response services and continuing collaboration with the city.

Council went on to discuss the balance between maintaining a high-quality City Fire Department and optimizing ambulance transport services. Commissioner Campione shared her experience, noting that while dual-certified firefighter-paramedics provide both fire and transport services, combining roles can strain personnel and impact morale. She emphasized that a larger, county-managed ambulance system offers greater flexibility to respond to high call volumes and move resources where needed, providing both dedicated local coverage and additional support during peak demand. Council acknowledged the insights and agreed that future discussions should consider efficiency, service quality, and sustainability while preserving the strength and reputation of the Clermont Fire Department.

Mayor Murry opened public comment.

City Manager Van Wagner informed Council that planned expansion will likely begin soon at Fire Station No. 2, pending final Council approval. If approved, Fire Station No. 2 will be vacated and mobilized, and one additional fire truck will be reassigned to Fire Station No. 1, making both Fire Stations No. 1 and No. 2 temporarily unavailable for Lake County ambulance use during this period.

Vincent Niemiec, Regency Hills – thanked the County for funding the Hartwood Marsh expansion and asked for clarification on the project timeline, specifically when construction would begin. He also inquired about the start of work for Hancock despite impact fees already being paid, and sought clarification on ambulance services, asking whether Lake County providing four ambulances would prevent Clermont from maintaining its own ambulance services.

Commissioner Campione responded that the Hartwood Marsh expansion is expected to start in the summer and Hancock section expected to be completed by fall. Regarding Clermont operating its own ambulances, the County said it is possible if the units can respond outside city limits and are certified under the County medical director, but fully city-only ambulances could not use County (Municipal Service Taxing Unit) MSTU funding since it is meant for a countywide system.

Assistant Fire Chief Hoey explained that with Fire Station No. 2 under construction, one unit will move to Fire Station No. 1 for at least a year. As a result, there is no available space at Fire Stations No. 1, 2 or 3 for additional ambulances, and Fire Station No. 4 is limited due to engine assignments. No temporary accommodation is currently planned for the ambulance company during firefighter relocations to the Arts and Recreation Center, so housing extra ambulances in Clermont is not feasible under the current setup.

Council Member Strange asked if the Council would support directing the City Manager and City Attorney to draft contracts for a temporary space for Lake County ambulances during Fire Station No. 2 construction, so units are not forced outside or on the edge of city limits. She suggested aiming to have a plan ready by the first meeting in April, ahead of firefighter relocations in May, and asked if the Council was okay with moving forward in that direction. Council Member Myers agreed.

Council Member Petersen asked Assistant Fire Chief Hoey whether Clermont having its own ambulances would limit mutual aid if the city became overloaded. Assistant Chief Hoey explained that with existing automatic and mutual aid agreements, Clermont could still respond outside its boundaries and receive assistance from outside units.

Council Member Strange suggested adding the topic to the April workshop to provide an opportunity to learn more about county operations, firefighter preferences, and the upcoming station plans, and asked the Council if everyone agreed with including it. Council Member Bain stated that he would prefer to discuss the topic at the April workshop before taking any council action and emphasized the need for additional information and conversations.

Mayor Murry asked for a brief explanation of Transfer of Development Rights so the council could understand recent joint discussions with the county and answer resident questions.

Commissioner Campione explained that Transfer of Development Rights (TDR) is a program led by Commissioner Parks that allows development potential, like high-density rights, to be shifted from properties unsuitable for intense development to more appropriate, urbanized areas. Sending properties can be conserved, sometimes permanently under easements, while receiving properties gain additional development capacity.

This provides financial benefits to landowners who agree not to develop their land and helps preserve environmentally sensitive or rural areas. Different methods exist, including sending/receiving zones or private "banking" systems, and the county is exploring the best approach without hindering ongoing joint planning agreements with other municipalities.

Mayor Murry raised concerns about two-lane roads becoming congested. The discussion noted Schofield Road and Wellness Way Boulevard, funded by Lake County with some state support, and the need for coordination with Orange County. Council Member Strange highlighted that these roads serve regional traffic and tourism and suggested exploring broader funding partnerships. Road improvements were also tied to economic development, supporting commercial and employment areas while preserving land for job creation.

Council Member Strange asked if there were any plans for Wellness Way to become its own city. Commissioner Campione responded that there are no such plans. She explained that while the area is developing with amenities like parks, a library, and a fire station, creating a new city would add another layer of government and increase costs.

Council Member Strange thanked the Lake County Commissioners for their support with an upcoming project on Hooks Street.

PROCLAMATION

City Clerk Howe read the proclamation for Procurement Month. Mayor Murry presented the proclamation to Procurement Director Suarez and staff.

City Clerk Howe read the proclamation for International Women's Month.

PUBLIC COMMENT

Wilbert Montgomery, 1106 Imperial Eagle Street, Groveland – suggested renaming part of Bloxsom Avenue to MLK Boulevard, inquired about the veterans' area by the 8th Street pier, and criticized the pier's current design as unsightly.

Cedric Johnson, 10151 Grand Loop - asked about services, voting rights, and city responsibilities for the newly annexed Grand Louisa subdivision, noting the recent sign changes and lack of communication from the Homeowners Association.

Banks Helfrich, 9100 Sams Lake Road – spoke about spring planting, the value of capitalism, and the importance of showing up and serving the community to build connections, trust, and happiness.

Rosie Mulholland, 10240 Lake Minneola Shores - requested the council to improve management of Lake Hiawatha Preserve, emphasizing that the city has not fully honored long-term commitments tied to state grants, and recommended creating an advisory committee to help guide the preserve's conservation-focused management.

Sandy Gapin, 2690 Eagle Lake Drive– proposed forming a community group, Friends of Hiawatha Preserve, to help protect, restore, and maintain the preserve, and recommended the council establish a law to prohibit recreational or special event use while creating a committee to guide its management.

Kurt Schuh, Resident – requested the council to move forward with the "Meet Us in the Middle" planning, reflecting on the sacrifices of service members like Captain Cody Khork and emphasizing the importance of timely action for families affected by combat losses.

Valerie Schuett, 931 W. Montrose – shared insights from biking to the new Sprouts, highlighting the need for safer, connected, and shaded greenways in Clermont that are functional for daily use, not just recreation.

Paula Hoisington 564 E. Desoto Street – requested data on safety in Clermont, raised concerns about accessibility of city services due to meeting times and parking limitations, and asked for clarification on how participants are selected for city functions and trips, including whether outcomes are reported publicly.

Joe Fumasi, 2693 Jumping Jack Way – spoke about the council representing all of Clermont residents, old and new, and expressed concern that comments about new residents causing traffic are creating division in the community.

AGENDA CHANGES

There were no changes to the agenda.

CONSENT AGENDA

Mayor Murry advised the next item on the agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Meeting Minutes	Consider approval of the February 17, 2026, Council Workshop and the February 24, 2026, Meeting minutes.
Item No. 2 – Request for Qualification Award *On-Call Consulting Svcs.*	Consider Awarding Term Contracts to the top seven (7) firms for Transportation Planning and Engineering Services.
Item No. 3 – Bid Award *Replacement Electrical Motors*	Consider awarding bid to Jag Tech Enterprises LLC for purchasing two (2) well pump motors in the budgeted amount of $50,624.65.

Council Member Strange pulled Consent Agenda Item 1.

> Council Member Bain motioned to approve Consent Agenda items 2 and 3. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 1 – Meeting Minutes

Council Member Strange requested that page 10 of the regular council meeting minutes from February 24, 2026, be corrected to reflect that she raised concerns about three instances, rather than two, and that the edit be made in the official record.

Council Member Strange motioned to approve Consent Agenda item 1 subject to the change to the reference of two instances to be three. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

The next three items were heard together and voted on separately.

Item No. 4 – Ordinance No. 2026-003, *Perimeter Park West III Annex Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

City Clerk Howe read the ordinance title aloud.

Item No. 5 – Ordinance No. 2026-004, *Perimeter Park West III SSCPA Final*

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the ordinance title aloud.

Item No. 6 – Ordinance No. 2026-005, *Perimeter Park West III Rezone Final*

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance title aloud.

Development Services Planner Gonzalez presented the items. The applicant is requesting a voluntary annexation, a small-scale comprehensive plan amendment, and a rezoning on the subject parcel for the purpose of developing an industrial park. The property, approximately 12 acres, is located a quarter mile south on Ray Goodgame Parkway from the State Road 50 intersection.

The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting city services for the property on which the city can fully serve. The property is contiguous with the city limits along the north and west property lines. The property meets the requirements for consideration under Florida Statutes 171.044 for annexation and is adjacent to the city limits. Staff recommended approval of Ordinance No. 2026-003.

The proposed map amendment will change the future land use from Lake County's Urban Low to the city's Industrial. The proposed end use of the property will be an industrial park. Several policies in the city's Comprehensive Plan support the proposed map amendment. In addition, the parcel adjacent to the west is industrial and is a compatible use.

The change in future land use to the city's Industrial category does not propose a conflict between the existing uses and land uses within the area. The proposed future land use is consistent with the city's Comprehensive Plan and its goals, objectives and policies. The Planning and Zoning Commission recommended approval, 4-2. Staff recommended approval of Ordinance No. 2026-004.

The applicant is requesting a rezoning on the subject property from Lake County Agriculture to City of Clermont Planned Unit Development (PUD) to allow M-1 industrial uses. The PUD request provides flexibility in the site design while allowing specific conditions to be addressed in the development of the project.

The applicant proposes to develop the property as the third phase of the Perimeter Park industrial park, consistent with the PUD concept plan. The uses of this phase will be similar to the previous phases in that permitted M-1 industrial uses shall be permitted, with the exception of no automotive, truck, trailer, motorcycle or boat repairs, sales, or leasing shall be conducted on-site.

The proposed PUD ordinance will be required to be consistent with the applicant's conceptual plan along with the city's Land Development Codes. The conceptual plan includes approximately 185,000 square feet of industrial/warehouse space distributed across three buildings. A 100-foot right-of-way dedication associated with the planned expansion of Hooks Street will also be required. Due to physical site constraints of a relic depressional feature in the middle of the site, waivers will be required for cut/fill. The maximum fill is up to 36 feet over 11 percent of the site and maximum cut is up to 25 feet over 15 percent of the site. The City Traffic Engineer reviewed the Traffic Study Exemption Request and, due to the low traffic generation and the established left turn lanes on Hartle Road, concur with granting a Tier 1 Exemption.

Staff have reviewed the applicant's proposal and find the proposed zoning at this location is compatible with the uses in the area. The requested PUD with M-1 Industrial zoning is consistent with the city's Comprehensive Plan and Land Development Regulations. The Planning and Zoning Commission recommended approval, 4-2, with the added condition that a comprehensive tree survey is required prior to site plan approval. Staff recommended approval of Ordinance No. 2026-005.

Jonathan Huels of the Lowndes Law Firm presented the request for annexation, a small-scale comprehensive plan amendment, and rezoning of the property. He stated that the project team concurs with staff's recommendation for approval and briefly summarized the proposal, noting the property is currently unincorporated county jurisdiction and would change from Urban Low future land use to Industrial under the city's map. The proposed Planned Unit Development (PUD) would replace the current agricultural zoning and allow restricted M-1 type uses, with specific limitations prohibiting vehicle or boat repair, sales, or rentals. The concept plan includes three buildings totaling approximately 165,000 square feet, with service and docking bays oriented internally so they are not visible from Ray Goodgame Parkway. Mr. Huels highlighted that a key benefit of the project is the dedication of 100 feet of right-of-way at no cost to Lake County to facilitate the future Hooks Road expansion, along with temporary construction and slope easement to support the project. He also described planned perimeter landscaping and noted the PUD includes eight general and nine specific conditions addressing design and development requirements. He reinforced that staff supported approval of the annexation, comprehensive plan amendment, and rezoning, and offered to answer any questions along with the project engineer.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council Member Strange inquired as to why the applicant sought annexation into Clermont. Mr. Huels explained that the property is the third phase of the Perimeter Park project, with the other phases already within the city and the development expected to receive city utilities. Council Member Strange asked if there would be access to the future Hooks Road extension, and Mr. Huels stated the project would instead use two access points from Ray Goodgame Parkway. She questioned the benefit to Clermont residents and suggested installing an interim pathway within the future right-of-way to connect nearby neighborhoods to jobs and the future Waterbrooke town center. Mr. Huels noted uncertainty about costs and that the right-of-way would ultimately be under county control, which could make such a requirement difficult. He also noted the proposed use would likely generate less traffic than residential development.

Mayor Murry asked how many jobs the proposed development might generate. Mr. Huels stated that the number would depend on the future tenants but estimated approximately 150 to 200 full-time jobs across the site. Mayor Murry asked whether some of those jobs could be filled by local residents, noting that local employment could help reduce commuting traffic. Mr. Huels responded that hiring decisions would ultimately depend on the tenants, but businesses typically look to hire people from the surrounding community. Mayor Murry acknowledged that while the project could generate traffic, it could also provide local jobs and noted that the site could otherwise be developed with residential uses. He expressed appreciation for the dedication of 100 feet of right-of-way for the future Hooks Road project and stated his support for bringing additional industry and employment opportunities to Clermont.

Council Member Petersen motioned to approve Ordinance No. 2026-003. Seconded by Council Member Myers. The motion passed by roll call vote 4-1 with Council Member Strange opposed.

Council Member Petersen motioned to approve Ordinance No. 2026-004. Seconded by Council Member Myers. The motion passed by roll call vote 4-1 with Council Member Strange opposed.

Council Member Petersen motioned to approve Ordinance No. 2026-005. Seconded by Council Member Myers. The motion passed by roll call vote 4-1 with Council Member Strange opposed.

The next three items were heard together and voted on separately.

Item No. 7 – Ordinance No. 2026-008, *Hartle Road Subdivision Annex Final*

> AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Item No. 8 – Ordinance No. 2026-009, *Hartle Road Subdivision SSCPA Final*

> AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Item No. 9 – Ordinance No. 2026-010, *Hartle Road Subdivision Rezone Final*

> AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Day presented the items. The applicant is requesting annexation, a small-scale comprehensive plan amendment, and a rezoning on the subject parcels for the purpose of developing a new subdivision served by the city's utilities. The property is located a quarter mile south of the Ray Goodgame Parkway and Hartle Road intersection and is approximately 10 acres.

The subject parcels lie within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA) with Lake County. The city can provide urban services and believes that the parcels would benefit from the annexation due to the parcel being an undeveloped pocket within a developed area. The property meets the requirements for consideration under Florida Statutes 171.004 for annexation and is adjacent to the city's limits.

The proposed comprehensive plan amendment will change the future land use from Lake County's Regional Office and Urban Low to the city's Low Density Residential.

The property is undeveloped and surrounded by properties consisting of existing residential development with lower density located on the north and east side of the subject parcel that then transitions to a higher density residential subdivision to the south. While the west side of the parcel transitions to more intense uses. The change in the future land use to the city's Low Density Residential Category does not propose a conflict between the existing uses and land uses in the area. The proposed Future Land Use is consistent with the city's Comprehensive Plan and its goals, objectives, and policies.

The proposed rezoning request will change the zoning district from Lake County's Agriculture to the city's R-2, Medium Density Residential district, to develop a residential subdivision that would be more consistent with the uses existing within the area. The proposed density is estimated to be at 2.40 dwelling units per acre for a potential of 25 single-family residential dwelling units. No variances to the city code are being requested as the applicant is willing to comply with the City's Codes in order to develop the property.

The R-2 zoning does not propose a conflict to the existing uses and land uses in the area. The proposed use is compatible with the adjoining properties as required by the comprehensive plan. A concept plan has been provided to show the potential of the site in terms of layout and proposed transition to surrounding uses existing within the area.

Staff recommended approval of the annexation, Ordinance No. 2026-008. The Planning and Zoning Commission recommended approval, 4-2 for the comprehensive plan amendment. Staff recommended approval of Ordinance No. 2026-009. The Planning and Zoning Commission recommended approval with the added condition that a comprehensive tree survey be required prior to site plan approval. However, staff notes that this requirement is already addressed in Section 123-38 of the city's Land Development Codes. Staff recommended approval of Ordinance No. 2026-010.

Jonathan Huels of the Lowndes Law Firm presented the request and stated that staff had provided a thorough overview of the project and that the applicant concurs with staff's recommendation for approval. He explained that the proposed development is located south of the previous project discussed and is accessed from Hartle Road, an area characterized primarily by residential uses. The proposal is consistent with the Joint Planning Area agreement (JPA) between the City of Clermont and Lake County and seeks to unify the property's split future land use under the city's Low Density Residential designation and rezone it from county agricultural zoning to city R-2. The concept plan proposed a residential subdivision with a minimum 75-foot lot width and up to 25 homes, subject to final engineering review. Mr. Huels also noted that the stormwater area is located near the right-of-way to provide buffering between the new homes and nearby properties. He concluded by noting staff's findings that the request is consistent with the Comprehensive Plan and Land Development Code and offered to answer questions along with the project engineer.

Mayor Murry opened the public hearing.

Vincent Niemiec, Regency Hills, Planning and Zoning Commission member – noted that not all lot sizes in the proposed project are 75 feet wide and encouraged Council to verify the lot dimensions before deciding. He expressed concern that Council did not receive the Commission's report on the projects in question

Wilbert Montgomery, 1106 Imperial Eagle Street, Groveland – encouraged businesses coming to Clermont to provide job training and support opportunities for local youth.

Mayor Murry closed the public hearing.

Council Member Bain sought clarification from Mr. Huels and staff, confirming that the small scale comprehensive planning amendment requests no variances, the proposed rezoning would lower maximum residential density from 40 units under county zoning to 25 under city R2 zoning, and that although some lot frontages along curved streets are narrower, all lots comply with the 75-foot minimum at the building setback and 9,000-square-foot lot size, with compliance ensured under standard R2 zoning rather than additional rezoning language.

Council Member Strange questioned staff's basis for recommending annexation, noting that the rationale, that undeveloped parcels within a developed area would benefit from annexation, appears to be a policy judgment rather than a legal standard; City Attorney Waugh clarified that while rezoning must be consistent with the comprehensive plan, staff recommendations often reflect policy considerations aligned with city management objectives. Council Member Strange expressed concerns that the proposed plan would convert a split-use parcel entirely to residential, potentially increase city costs, provide limited connections to parks, schools, jobs, and other amenities, and fail to address housing diversity.

Council Member Bain asked Development Services Director Henschel about the city's obligations to provide utilities to the parcel if the annexation, rezoning, and small-scale comprehensive plan amendment were denied. Development Services Director Henschel clarified that the city is not obligated to provide water, sewer, or stormwater services, though utilities are already present nearby. If the property pursued development under county jurisdiction, any request for city utility service would require Council approval through a utility agreement, similar to previous developments like Louisa Grand, where the city provided utilities without receiving impact fees.

Council discussed the proposed annexation, clarifying with Development Services Director Henschel that the city is not obligated to provide utilities if annexation is denied, and any county-requested service would require Council approval through a utility agreement, as in prior developments like Louisa Grand. It was noted that annexation allows the city to control density, ensure 75-foot lot sizes for neighborhood compatibility, and collect impact fees. Mr. Huels confirmed the 10-acre project meets annexation requirements, maintains low density, and has received no opposition, supporting its quality and alignment with city objectives.

Council Member Petersen motioned to approve Ordinance No. 2026-008. Seconded by Council Member Myers. The motion passed by roll call vote 3-2 with Council Member Strange and Council Member Petersen opposed.

Council Member Petersen motioned to approve Ordinance No. 2026-009. Seconded by Council Member Myers. The motion passed by roll call vote 3-2 with Council Member Strange and Council Member Petersen opposed.

Council Member Petersen motioned to approve Ordinance No. 2026-010. Seconded by Council Member Myers. The motion passed by roll call vote 3-2 with Council Member Strange and Council Member Petersen opposed.

Item No. 10 – Ordinance No. 2026-012, *Vacate ROW Amendment Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF SHORT STREET RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; THIS ORDINANCE WILL REPEAL AND REPLACE ORDINANCE NO. 2025-016 DUE TO REVISED LEGAL DESCRIPTION. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Director Henschel presented the ordinance. The city, as the applicant, is requesting an amendment to Ordinance No. 2025-016 that vacated a portion of the Short Street right-of-way. The 0.29-acre right-of-way is located north of State Road 50 and east of 12th Street, within the downtown Clermont area.

On June 10, 2025, the City Council previously approved a petition to close the same portion of Short Street. However, it has been brought to the attention of staff that the legal description that was provided in Ordinance No. 2025-016 did not specify a detailed enough description of the portion of right-of-way that was being vacated for the Lake County Property Appraiser's Office. To correct the legal description for the right-of-way to be closed, staff are presenting the petition again with the understanding that the updated legal description, which has been agreed upon, would finalize the previous approval with the Property Appraiser's Office.

Development Services Director Henschel presented a map showing the portion of the roadway to be vacated, clarifying that access to 12th Street and adjacent parcels would remain via Carol Street and Short Street, and recommended approval of Ordinance 2026-012, which repeals and replaces Ordinance No. 2025-016 with a more detailed legal description.

Mayor Murry opened the public hearing.

Wilbert Montgomery, 1106 Imperial Eagle Street, Groveland - expressed concern that dense, narrow-lot homes pose safety concerns.

Mayor Murry closed the public hearing.

Council Member Bain motioned to approve Ordinance No. 2026-012. Seconded by Council Member Myers. The motion passed by roll call 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 11- Council Member Request

Council Member Strange addressed a prior incident with how another Council Member was treated, emphasizing the need for the Council to model professional conduct, respect women's perspectives, and uphold the standards outlined in the council's resolution, noting she would speak out and call for censure if similar behavior occurs in the future.

Mayor Murry opened public comments.

Otis Taylor, 3686 Caladesi – commented that respect and communication between the Council and the public must be mutual.

Joe Fumasi, 2693 Jumping Jack Way – apologized to Council Member Myers and Council Member Strange for not speaking up previously, suggested stronger consequences and an independent investigation process for council conduct, and expressed a desire to move forward positively with the Mayor and Council.

Wilbert Montgomery, 1106 Imperial Eagle Street, Groveland – spoke about respect, fairness, and standing up against abuse of authority.

Paula Hoisington, 564 E. Desoto Street – stated that all council members and citizens deserve respect, urging professionalism, mindful communication, and valuing others' perspectives regardless of gender.

Valerie Schuett, 931 W. Montrose Street - urged that council and citizens focus on the merit of issues rather than political dynamics or personal biases to show respect and avoid oversimplifying discussions.

Mayor Murry asked for virtual comments.

Vernon Myers, 1040 Glenraven Lane – stressed respecting perceptions of safety, acknowledging real crime, and focusing on substantive city issues over minor disputes.

Mayor Murry closed public comments.

Discussion focused on concerns about perceived dismissiveness, gender sensitivity, and safety, emphasizing the distinction between intent and impact, the need for respect and accountability among council members, and the importance of modeling professional conduct. Safety concerns for women were highlighted, particularly the risks of traveling at night, and the discussion explored the impact of broad statements about crime. They spoke about ongoing efforts with the police department and the community to ensure safety for all residents, while also noting that intent and impact can differ and that understanding differing perspectives is essential.

The discussion also addressed perceptions of perks for council members, such as reserved parking, and emphasized that communication should be focused on clarification rather than escalation when disagreements arise. Suggestions for improvement included clearer enforcement of rules, involving impartial investigators when needed, and holding a workshop next month to enhance communication, collaboration, and conflict resolution among council members. The overarching goal was to foster a more respectful, professional, and productive environment while ensuring that the council can effectively serve the public.

Council members discussed union endorsements in local political campaigns and the rule prohibiting elected officials from soliciting political support from City staff.

Council reached consensus to hold a workshop in April focused on improving communication and collaboration among council members. It was agreed that the workshop would take place on April 21, 2026, at 1:00 p.m., with the communication presentation scheduled first, followed by discussions on EMS and a joint workshop item with the Planning and Zoning Commission.

Item No. 12 – Ordinance No. 2026-013, *Certified Recovery Residences Intro*

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 125, TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF RECOVERY RESIDENCES PURSUANT TO AMENDED SECTION 397.487, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

> Council Member Bain motioned to introduce Ordinance No. 2026-013. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye.

REPORTS

CITY MANAGER REPORT

City Manager Van Wagner –

- There will be a Council Workshop on March 17 at 3:00 pm.
- Downtown wine stroll on March 20.
- There will be two parking spots reserved for customers at City Hall.
- Lake County has offered to install street lighting on Excalibur Road, with the county covering installation costs ($57,000–$71,000) but requesting the city pay the ongoing $300/month utility cost.

> Council Member Bain motioned to pay the utility cost for a period of time not to exceed 18-months. Seconded by Council Member Myers.

Council Member Bain explained that he proposed the 18-month period to provide a temporary timeframe in which the city could fund and maintain the streetlights while allowing time to develop a collaborative approach with the county and school board, without committing to permanent responsibility immediately.

> The motion passed 5-0 with all members present voicing aye

- Requested approval for the city to support the county's federal funding request of $15.6 million to extend Hook Street by sending a letter of support.

Council reached consensus to have City Attorney Waugh send a letter of support.

- He received a request to reroute or shut down a portion of the trail from March 27-29 for the Regatta that will be taking place.

Council discussed conflicts between the Regatta event and ongoing lumberyard construction as well as the Pig on the Pond event that same weekend. Council recommended alternatives to drop and launch the boats, including West Beach, Festival Park, and Victory Point.

- Spoke about community comments and feedback.

CITY ATTORNEY REPORT

City Attorney Waugh –

- Negotiations with Duke are complete, including Hook Street and Excalibur; Duke agreed to provide truck support for right-of-way work. Scott Street lighting is expected to be completed by the end of March, and he will follow up on the lighting on Highland Avenue.
- Two Wellness Ridge CDD items are upcoming: an interlocal agreement allocating maintenance responsibilities between the city and CDD, and a petition to expand the CDD, with staff coordinating terms to protect residents' assessments and minimize increases.
- He received a claim that someone fell on a sidewalk in the city.

CITY COUNCIL REPORT

Council Member Strange –

- The public's suggestion for a conservation committee focused on nature preservation, park and trail shading, potentially involving Friends of Hiawatha group, with funding from the tree fund and consideration of whether it should be formally established or informal.

Mayor Murry requested that City Manager Van Wagner review the terms of the grant awarded for Lake Hiawatha Preserve to ensure the city is in full compliance with all requirements.

City Attorney Waugh reported that a preliminary investigation confirmed the city has been submitting the required annual reports to the Florida Coastal Office (FCT) and has consistently been found in compliance; some public requests regarding Lake Hiawatha Preserve may be legally prohibited due to existing property encumbrances, though certain activities could be considered with further review.

- Spoke about the components of an effective bike trail.
- Inquired about the Meet Us in the Middle meeting.

Mayor Murry provided details about the meeting time and location. City Attorney Waugh informed Council that the meeting had not been noticed and reminded Council Members that the Sunshine Law would be in effect.

- Shared her support to annex Wellness Way into the city.

Council Member Bain –

- Reminded Council that next week's workshop will focus on City Manager goals and strategic vision, suggesting a potential goal to explore the creation or modification of boards and commissions to enhance resident involvement and participation, with discussion to continue in a future open session.
- Highlighted ongoing microphone and audio issues in meetings, urging investment in Audio Visual equipment to ensure clear communication for staff, council, and residents.
- He inquired about the effective date of annexations, the start of services such as sanitation, police, fire, and voting, and how these updates will be communicated to affected neighborhoods.

Discussion ensued on key aspects of the Louisa Grande annexation, including resident eligibility to vote, communication of city services, and the transition of sanitation, police, and fire services. Council Member Bain highlighted the importance of informing new residents about their rights and city services, suggesting a welcome letter or other outreach in addition to Homeowners Association communications.

- Spoke about annexing areas that are not within city limits.

Council Member Myers –

- Attended a recent Metropolitan Planning Organization (MPO) meeting with a presentation regarding the ongoing study of State Road 50 focused on improving traffic flow.
- Highlighted City Clerk Howe for International Women's Month.

Council Member Petersen – No report.

Deputy City Manager Matthys – No report.

Mayor Murry –

- Threw out the first pitch for Little League baseball at Palatlakaha Recreation Park and requested City Manager Van Wagner investigate the condition of the ball fields.
- Thanked everyone who attended the mayor's lunch at IHOP.
- Inquired about officially renaming Bloxam Avenue to Martin Luther King Avenue rather than designating it as an honorary title.
- Asked for an update on the Meet Us in the Middle project which includes the 8th Street pier.
- Raised safety concerns regarding the use of e-bikes on the trail. He suggested reassigning the marine patrol personnel to monitor the trails and ensure compliance with existing, as well as new e-bike regulations.

City Attorney Waugh noted that he is collaborating with the Police Department to address the issue.

- Emphasized treating all residents with respect and encouraging cooperation.
- Expressed concern over ongoing issues with the Planning and Zoning Commission, noting complaints about unprofessional behavior and emphasizing the need for objective, community-based members, or considering the use of special magistrate if problems persist.

City Attorney Waugh informed Council that increasingly, cities and counties are using a special magistrate to make zoning recommendations as a growing policy trend in the state.

Mayor Murry asked City Manager Van Wagner to explore the option of going to a special magistrate.

Council Member Strange provided an update on THE Spring Games.

ADJOURN: With no further comments, this meeting adjourned at 8:04 pm.

APPROVED:

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

CITY OF CLERMONT

AGENDA ITEM

Meeting Date

Tuesday, March 24, 2026

Agenda Item Name

Surplus Request

Requested Action

Approve the end-of-life inventory as surplus from the Environmental Services Department, Fire Department, Human Resources Department, Information Technology Department, and Police Department, and provide disposal per the Procurement Policy.

Staff Report

The Procurement Services Department, on behalf of the Environmental Services Department, Fire Department, Human Resources Department, Information Technology Department, and Police Department, recommends approval of the surplus request.

The following inventory has reached its end-of-life service, and approval to surplus these items is requested:

Department	Qty.	Property Description
Public Services Department — Sewer	1	Wastewater Bar Screen
Public Services Department — Sewer	3	Old Blower Parts
Fire Department	1	Broken Office Desk
Fire Department	2	Filing Cabinet
Fire Department	1	Office Chair
Human Resources Department	1	Kneeling Chair
Information Technology	1	Cisco Access Point
Information Technology	1	Tripplite UPS
Information Technology	5	Dell Latitude 5410 Laptop
Information Technology	2	APC Smart-UPS 620
Information Technology	1	APC Back-UPS 1000
Information Technology	1	APC Back-UPS Pro 1000 S
Information Technology	4	Dell Optiplex 7070 Monitor
Information Technology	4	Dell Optiplex 7090 Monitor
Information Technology	2	Dell Precision 3450 Monitor
Information Technology	1	Dell Optiplex 7080 Monitor
Information Technology	1	Dell Optiplex 3000 Monitor

Information Technology	1	Dell Optiplex 7020 Monitor
Information Technology	1	Apple iPad
Information Technology	1	HP LaserJet MFP Printer
Police Department	82	X26P Tasers and Accessories
Police Department	1	Konica Minolta Bizhub Desk Printer

The salvageable surplus property will be listed on www.GovDeals.com, an electronic public auction website for government property. The non-salvageable property will be disposed of appropriately.

Additional Analysis

Fiscal Impact Summary

The surplus property has an anticipated value of $1000.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Information Technology Department	Information Technology Department.pdf
2.	Human Resources Department	Human Resources Department.pdf
3.	Police Department	Police Department.pdf
4.	Environmental Services Department	Environmental Services Department.pdf
5.	Fire Department	Fire Department.pdf

PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:

Contact Person: Phoenix Bogden Phone: 7375

Year / Make / Model: Cisco Aironet / AIR-AP1852E-E Vehicle No.

Miles / Hours: Serial / VIN: KWC21160A10

Description of Property CISCO access point

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 2/9/24

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number: none

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:

Contact Person: Phoenix Bogden Phone: 7375

Year / Make / Model: SMART1500LCD Vehicle No.

Miles / Hours: Serial / VIN: 3029EY0SM886900664

Description of Property Tripplite UPS

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 2/6/24

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number: none

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:

Contact Person: Phoenix Bogden Phone: 7375

Year / Make / Model: see attached Vehicle No.

Miles / Hours: Serial / VIN: see attached

Description of Property Dell Laptops

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 2/9/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number: 8779, 8751, 8761, 8747, 8753

Revised 5/2/2023

Dell Laptops		
Model	**Service Tag #**	**Status**
Latitude 5410	5WFK273	Clean OS $779
Latitude 5410	3RT3273	Clean OS $751
Latitude 5410	B1SP273	No SSD $761
Latitude 5410	2GTN373	No SSD $747
Latitude 5410	7RSN373	No SSD $753
		Total: 5

PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:

Contact Person: Phoenix Bogden Phone: 7375

Year / Make / Model: see attached Vehicle No.

Miles / Hours: Serial / VIN: see attached

Description of Property APC UPS Units

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 2/9/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number: none

Revised 5/2/2023

UPS		
Model	**S/N**	**Status**
APC Smart-UPS 620 (SC620)	3S0650X51531	Obsolete
APC Smart-UPS 620 (SC620)	3S0650X36410	Obsolete
APC Back-UPS 1000 (BX1000M)	4B2026P09959	Obsolete
APC Back-UPS Pro 1000 S (BR1000MS)	3B1841X30768	Obsolete
		Total: 4

PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:

Contact Person: Phoenix Bogden Phone: 7375

Year / Make / Model: See attached Vehicle No.

Miles / Hours: Serial / VIN: See attached

Description of Property Dell Computers

☒ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 2/9/20

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number: none

Revised 5/2/2023

Dell Computers		
Model	**Service Tag #**	**Status**
Optiplex 7080	1QDXJ93	Clean OS
Optiplex 7070	24PNY23	Clean OS
Optiplex 7070	G0DJ4Z2	Clean OS
Optiplex 7070	24DMY23	No SSD
Optiplex 7070	255MY23	No SSD
Optiplex 7090	5MC63L3	No SSD
Optiplex 3000	6D92GT3	No SSD
Optiplex 7020	4S1CV64	No SSD
Optiplex 7090	G8RNQJ3	No SSD
Optiplex 7090	D7RNQJ3	No SSD
Optiplex 7090	B8RNQJ3	No SSD
Precision 3450	CL3GWM3	No SSD
Precision 3450	4M3GWM3	No SSD
		Total: 13

PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:

Contact Person: Phoenix Bogden Phone: 7375

Year / Make / Model: A1566 Vehicle No.

Miles / Hours: Serial / VIN: DMPPG17EG5VJ

Description of Property iPad

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Date: 12/10/25

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number:

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #: _____

Contact Person: MattNoyce Phone: 7177

Year / Make / Model: HP LaserJet 1536dnf MFP Vehicle No. _____

Miles / Hours: _____ Serial / VIN: CNC9C8QBQZ

Description of Property Printer

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: _____ Date: 2/20/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: none

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: HUMAN RESOURCES Property Tag #: _____

Contact Person: Athena Jordan Phone: 352-241-7386

Year / Make / Model: _____ Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property Used/worn out kneeling chair

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: _____ Date: 2/25/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____

Contact Person: DIANE CARTER Phone: 352-536-8438

Year / Make / Model: KONICA MINOLTA C3110 Vehicle No. _____

Miles / Hours: _____ Serial / VIN: A6DT011000025

Description of Property KONICA MINOLTA BIZHUB DESK PRINTER

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: D C M #119 Date: 01-27-2026

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: none

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: NO

Contact Person: DEBBIE ARROYO-RUIZ Phone: 352-536-8424

Year / Make / Model: X26P TASER & ACCESSORIES Vehicle No.

Miles / Hours: Serial / VIN:

Description of Property X26P TASER HANDLES & ACCESSORIES-BATTERIES HOLSTERS CARTRIDGES

☒ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☒ **OTHER:** ONLY FOR LAW ENFORCEMENT -- SEE ATTACHED – 4 Pages –

Director Signature: Date: 3/9/26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number:

Revised 5/2/2023

DISPOSITION SUMMARY

1. The Department Director makes the determination that the equipment, item or material requires disposal. If the property being disposed of is capital (value of $1,000 or greater), remove the asset tag sticker and submit it with completed Property Disposal Form to the Purchasing Department.
2. The Purchasing Department will process an agenda item for City Council approval.
3. When conducting a trade-in, the full cost of the new purchase must budgeted by the Department (do not include the trade in value).
4. When disposal or trade-in is complete, the Purchasing Director will forward the completed form to the Finance Department.

DEFINITIONS

Surplus Property - All City property that is obsolete, excess, or no longer needed by the owning Department. All vehicles, equipment, desk, chairs, tables, office equipment, etc. shall be reported to the Purchasing Department for disposition coordination.

Revised 5/2/2023

X26P	TASER HANDLE	Asset number	
	X1200DP44		
	X1200D0VD		
	X122K7AA		
	X1200K77X		
	X1200K76X		
	X1200K78A		
	X1200F379		
	X1200K747		
	X1200HFP1		
	X1200H81W		
	X1200HDKK		
	X1200DPH9		
	X1200HF08		
	X1200FHX1		
	X1200HD9A		
	X1200CHM8		
	X1200KDNE		
	X1200HF5C		
	X1200C9VP		
	X1200FHWR		
	X1200FHX9		
	X1200HFHT		
	X1200DHID		
	X1200HDF3		
	X1200HDF3		
	X1200FHXD		
	X1200AA9V		
	X1200FHW4		
	X1200HD6P		

Clermont Police Department
3600 S Highway 27
Clermont FL 34711

	X1200HD53		
	X1200HD72		
	X1200FK1K		
	X1200E5VY		
	X1200HDHV		
	X1200K7CC		
	X1200K7C6		
	X1200HE6C		
	X1200KDAP		
	X1200K79P		
	X1200HF3V		
	X1200HDK9		
	X1200HE54		
	X1200HF5R		
	X1200HEDH		
	X1200CERV		
	X1200K789		
	X1200HD0X		
	X1200K7A1		
	X1200K781		
	X1200K78N		
	X1200HF5T		
	X1200KDCD		
	X1200HE44		
	X1200H6MP		
	X12006KVO		
	X1200FHW4		
	X1200HE68		
	X1200ACM5		
	X1200HDHK		
	X1200HE54		
	X1200FHVA		

Clermont Police Department
3600 S Highway 27
Clermont FL 34711

	X1200K78H		
	X1200HF9C		
	X1200ET23		
	X1200FK1P		
	X1200HDF5		
	X1200ERV7		
	X1200HF3K		
	X12008F7T		
	X1200FHWT		
	X1200K780		
	X1200ET31		
	X1200HD68		
	X1200KDH5		
	X1200KDAX		
	X1200FK2K		
	X1200FHWW		
	X1200K78D		
	X1200HF5V		
	X1200HDH9		
	X1200H7WF		
	X1200H8F2		
	TOTAL	82	
	X26P CARTRIDGES		
26	EXPIRES 2026		
68	EXPIRES 2027		
26	EXPIRES 2029		
30	EXPIRES 2030		
X26P	TRAINING CARTRIDGES	100	
	BATTERIES	52	

Clermont Police Department
3600 S Highway 27
Clermont FL 34711

RH	HOLSTER	27	
LH	HOLSTER	5	
RH	HOLSTER/MOLLE	20	
LH	HOLSTER/MOLLE	2	

Clermont Police Department
3600 S Highway 27
Clermont FL 34711

PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SEWER Property Tag #:

Contact Person: Dan Cummins Phone: 352-241-0178 Ext 6609

Year / Make / Model: Parks Aquaguard AGMA75.2x12 Vehicle No.

Miles / Hours: Serial / VIN: Po201132002

Description of Property Obsolete bar screen

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** This bar screen went to the head works that was removed in expansion.
This bar screen will not fit in the new head works

Director Signature: Date: 3-4-26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number: none

Revised 5/2/2023

PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SEWER Property Tag #: _____

Contact Person: Dan Cummins Phone: 352-241-0178 Ext 6609

Year / Make / Model: _____ Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property 3 crates of obsolete blower parts

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Parts are to an obsolete model of blower that went to the digester that was removed in expansion

Director Signature: _____ Date: 3-4-26

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: none

Revised 5/2/2023

Docusign Envelope ID: 3F4D6C62-2D40-4131-9670-E0DB15211996

PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: unknown

Contact Person: Beth Carter Phone: 352-241-2214

Year / Make / Model: unknown Vehicle No. n/a

Miles / Hours: n/a Serial / VIN: n/a

Description of Property office desk fell apart when moved

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: Signed by: David Egell DADCB525C158496... Date: 3/2/2026

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: none

Revised 5/2/2023

Docusign Envelope ID: BDAFDDD1-9F34-4843-BE53-1857A9F3F806

PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE

Property Tag #: unknown

Contact Person: Beth Carter

Phone: 352-241-2214

Year / Make / Model: unknown

Vehicle No.

Miles / Hours:

Serial / VIN:

Description of Property 2 wooden file cabinets, no longer serviceable (see photos)

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Signed by: David Egell DADCB525C158496... Date: 2/19/2026

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

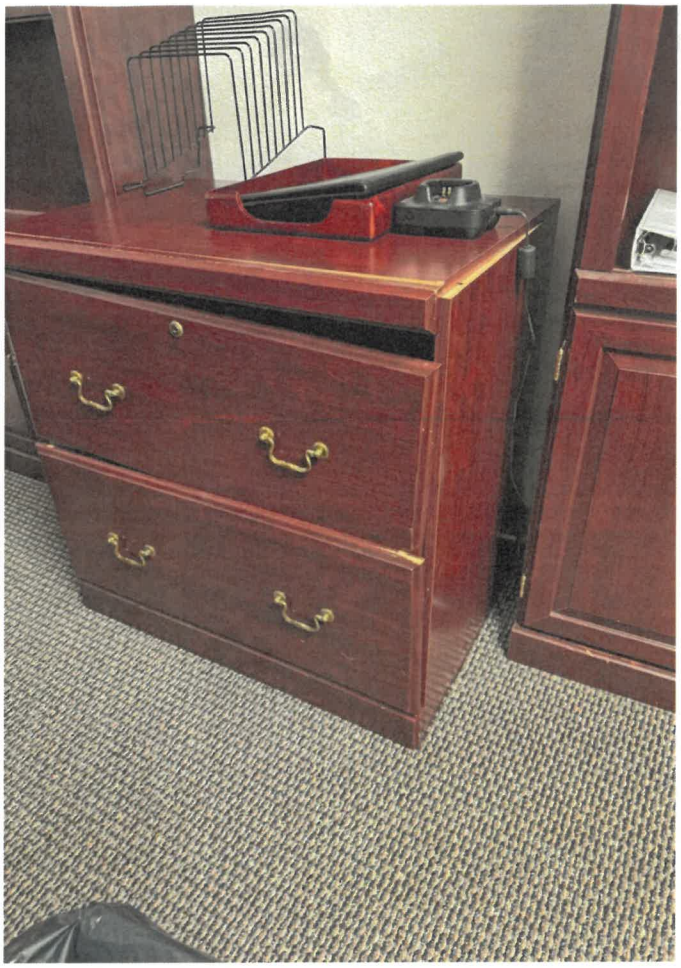
Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



Docusign Envelope ID: 2EF44EEC-FAC2-4A5F-A502-90E16A47195C

CLERMONT
Choice of Champions

PROPERTY DISPOSAL FORM

Dept. / Division: [redacted] Fire Property Tag #: None

Contact Person: Danny Mckenzie Phone: 352-241-2180

Year / Make / Model: none Vehicle No. none

Miles / Hours: none Serial / VIN: none

Description of Property office chair

☐ *See attached form with multiple items listed. All items must include above information.*

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: Signed by: David Egell DADCB525C158496... Date: 2/18/2026

*****This form must be sent to the Procurement Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026
Agenda Item Name
Board Appointments
Requested Action
Staff Report
Notice was advertised requesting applications be submitted to the Clerk's office for individuals interested in serving on the available boards. Attached are the applications submitted to the City. The Code Enforcement Board requires individuals to reside within the city limits and have been a registered elector of the City of Clermont for at least 18 consecutive months prior to application. Linda Camps and Evan Francasso have requested reappointment and Anthony Barone has requested appointment for the three openings on the board. The Firefighters Pension Board of Trustees requires individuals to be a legal resident of the City of Clermont. Amy L. Rosen has requested an appointment for the one opening on the board.
Additional Analysis
Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Board Appointment Requests CEB and FFP	Board Appointment Requests CEB and FFP.pdf
2. Camps, Linda	Camps, Linda.pdf
3. Barone, Anthony	Barone, Anthony.pdf
4. Fracasso, Evan	Fracasso, Evan.pdf
5. Rosen, Amy	Rosen, Amy.pdf

Board Appointment Requests					
CODE ENFORCEMENT BOARD (3 Seats Available) (Terms ending 03/31/2029)	**REQUESTOR**	**ADDRESS/SUBDIVISION**	**PRIOR SERVICE TO THE CITY**	**LIVES IN CITY**	**REQUESTING**
	Linda Camps	1360 Camden Court	YES	YES	Reappointment
	Anthony Barone	1205 Esperanza Ridge Road	NO	YES	Appointment
	Evan Fracasso	1844 12th Street	YES	YES	Reappointment
FIREFIGHTERS PENSION BOARD OF TRUSTEES (1 Seat Available) (Term ending 12/31/2027)	**REQUESTOR**	**ADDRESS/SUBDIVISION**	**PRIOR SERVICE TO THE CITY**	**LIVES IN CITY**	**REQUESTING**
	Amy L. Rosen	1429 Disston Avenue	NO	YES	Appointment

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Linda Camps

Home Address: 1360 Camden Ct

Phone: 631 897-0427 Alternate:

Email: Mamagrewfangs@GMail.com Occupation: Retired

Provide a statement about yourself indicating background experience:
I am retired from the Long Island Rail Road. I have worked in public service for most of my life. I also served on the City Code Enforcement Board in the past year and would be happy to serve again.

Describe your understanding of what the Board of Interest does:

To serve in the beste intrest of public safety by following City codes

Boards previously served on:

Clermont City Code Enforcement, Beacon Ridge HOA board Beacon Ridge Architectural control committee (ARC) Legends Social Committee

Describe the importance of the Board of Interest to the City of Clermont:

To insure public safety by observing hulding and sanitation codes, and the preservation and beautifcation of natural resources.

Describe what you feel you could bring to the Board of Interest:

A fair and impartial view, to resolve the issue in the most efficent way possible

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of Interest: Please check all that apply

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk's office.**

* Must be a registered elector of the City of Clermont for an uninterrupted period of 18 months prior to application.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

Contact: City Clerk's Office – 352-241-7330
Email: Citvclerk@clermontfl.org

Please submit to:

- In person: City Clerk's Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Citvclerk@clermontfl.org
- Fax: 352-394-2394

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: ANTHONY N. BARONE

Home Address: 1205 ESPERANZA RIDGE Rd. CLERMONT

Phone: 321-288-1240 Alternate: _____

Email: anbarone4615@gmail. Occupation: RETIRED

Provide a statement about yourself indicating background experience:
MECHANICAL ENGINEER WITH MANY YEARS IN THE CONSTRUCTION INDUSTRY. RESIDENTIAL & COMMERCIAL PROJECT MANAGEMENT.

Describe your understanding of what the Board of Interest does:
TO ENSURE RESIDENTIAL & COMMERCIAL ESTABLISHMENTS AND COMMUNITIES MEET THE INTENT OF THE CITY ORDINANCE & CODES

Boards previously served on:
BREVARD COUNTY PRIVATIZATION. SEE RESUME FOR OTHERS.

Describe the importance of the Board of Interest to the City of Clermont:
A CITY NEEDS A METHOD OF CHECKS AND BALANCES SO COMMUNITIES CAN ENJOY AND PROSPER IN THE DIRECTION THAT MEETS THE CITY'S GROWTH PLAN.

Describe what you feel you could bring to the Board of Interest:
MANY YEARS OF EXPERIANCE. I FEEL SERVING THE CITY OF PALM BAY IN ITS BEGINNING YEARS PROVIDE A GREAT FOUNDATION AN VISION.

ATTACHMENT

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of Interest: **Please check all that apply**

- ☑ Planning and Zoning Commission*
- ☑ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk's office.**

* Must be a registered elector of the City of Clermont for an uninterrupted period of 18 months prior to application.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

Contact: City Clerk's Office – 352-241-7330
Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk's Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk@clermontfl.org
- Fax: 352-394-2394

ANTHONY N. BARONE
1205 Esperanza Ridge Rd.
Clermont, Fl. 34715
Cell: (321) 288-1240
E-mail: anbarone4615@gmail.com

PROFESSIONAL SUMMARY

I served as Lead Engineer with several mid-to-large consulting, engineering, and construction firms. (1967-1973. In 1970, after relocating to Florida, I continued my career in Client Services and Facility Management. Over 40 years of experience in the corporate and private sectors of property management, engineering, and construction services. Demonstrating the ability to recognize and implement cost reduction strategies and effectively manage a variety of internal and external resources to meet companies' goals with a proven track record of continuously achieving budget, schedule, and key business objectives.

Small Business Owner (2000-2004)

PROFESSIONAL EXPERIENCES

CENTURY 21 SPECTRUM, Indian Harbor Beach. FL. (2004-2009)

- Establish policy, procedures, and sales goals as office Broker - staff of 6 full-time employees and a 30-person sales team. Develop Commercial and Business Brokering Division. Listed and closed several multi-million-dollar properties/businesses in 2004 through 2008. Also qualified the company for the Fine Home and Estates classification.

HARRIS CORPORATION, Melbourne, FL (1979-2004)

Financial & Real Estate

- Reported to CFO in development of annual budget and Capital planning, closely tracked and reduced expenses to meet fiscal and strategic performance goals. Responsible for managing multiple departments and financial budgets to within 5% of projections.
- Successfully organized a centralized corporate shared service while downsizing it to 55 employees and reducing annual costs by 10 million dollars.
- Managed a Real Estate portfolio of 25 million dollars in corporate properties worldwide and developed a web-based database for abstracting lease information quickly, capturing over 200 leases, and reducing the company's commitment by 10%.
- Directed and managed design, engineering, and construction for 15 new manufacturing/engineering facilities, costing more than 250 million dollars.
- Managed professional consultants and design/build contractors to meet over 100 critical projects within budget and schedule.

Personal Strengths

- Pro-active manager possessing self-confidence, neat professional appearance, demeanor, and a team player. Highly creative and adaptable to a variety of people and situations. Cost-conscious and able to direct team spirit and effort. Committed to professional standards of performance.

EDUCATION

Mechanical Engineering, Passaic Institute of Technology, Passaic, NJ
A/S Degree - Business @ University of Hawaii - Kwajalein Island. Adjunct program
Completed several Computer Science courses, F.I.T., Melbourne, FL

PAST- PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS
President of Brevard County Chapter - International Facility Managers Association
Co-Chairperson for the Board of Adjustments for the City of Palm Bay
Co-Chairperson for (2) Consecutive Comprehensive State Required Plans for the City's Planning and Zoning Department for the City of Palm Bay.
ASHRAE – American Society of Refrigeration and Air Conditioning Engineers
ASPE – American Society of Plumbing Engineers,
NAR/ FAR – National and Florida Association of Realtors
MAAR - Melbourne Area Association of Realtors - Broker
CSI - Construction Specifications Institute
BBF- Business Brokers of Florida – Business Intermediary

PROFESSIONAL LICENSES AND REGISTRATIONS
Retired Building Contractor – Class "B" Certified State of Florida – CBC 028128
Retired Mechanical Contractor – Class "A" Registered, State of Florida – RM0045979.
Class "A" Licensed, City of Orlando, FL – 003845; Class "A" Orange County, FL.
Retired Real Estate Broker – Florida Association of Realtors – 0615962
Retired Certified NACHI Building Inspector

SECURITY CLEARANCES
Top Secret – 1969-1974, Kwajalein Missile Range
Secret – 1978-1984, Harris Corporation

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Evan Fracasso

Home Address: 1844 12th Street Clermont, FL 34711

Phone: 614-361-7677 Alternate: _____

Email: efracasso4@hotmail.com Occupation: Commercial Property & Asset Manager

Provide a statement about yourself indicating background experience:

My background experience includes over 25 years of commercial property management. I have extensive background with multiple municipalities as it pertains to zoning, development & code compliance. Current duties include management of the ChampionsGate PD including commercial property,CDD, POA & the ChampionsGate Master Desin Review.

Describe your understanding of what the Board of Interest does:

The code enforcement board hears and makes recomendation based on staff reports of violations of the City code.

Boards previously served on:

Vice Chair City of Clermont Code Enforcement (2025 to present)

Vice Chair Four Corners council for the Osceola Chamber of Commerce (2023 to present)

Describe the importance of the Board of Interest to the City of Clermont:

The code enforcement board gives staff the ability to move forward with enforcement of code violations.

Further without having a set code there would be no standard for safety or maintenance within the City.

Describe what you feel you could bring to the Board of Interest:

My years of experience in property management have givne me the ability to why properties should follow code rules and regulations. Additionally as a stakeholder of the community I want to see Clermont Thrive and prosper for years to come.

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk's office.**

* Must be a registered elector of the City of Clermont for an uninterrupted period of 18 months prior to application.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

Contact: City Clerk's Office – 352-241-7330
Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk's Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk@clermontfl.org
- Fax: 352-394-2394

CITY OF CLERMONT – CITY CLERK'S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Amy L. Rosen

Home Address: 1429 Disston Ave, Clermont, FL 34711

Phone: 954-260-0011 Alternate: _____

Email: amylynnrosen@yahoo.com Occupation: Retired

Provide a statement about yourself indicating background experience:

After more than 30 years serving as a Police and Fire Dispatcher for the City of Miami Beach, I recently retired from public safety communications. During my career, I worked closely with firefighters & police officers and was honored to receive a Hero's Award for first responders. Those experiences deepened my respect for the men and women who protect our communities and gave me a clear understanding of the challenges firefighters face and the importance of a well-managed pension for both active members and retirees who depend on it for long-term security.

Describe your understanding of what the Board of Interest does:

The Board of Trustees oversees the pension fund to ensure it is managed responsibly and remains financially strong for both active firefighters and retirees. This includes monitoring investments, upholding fiduciary responsibilities, and ensuring the plan operates in compliance with applicable laws.

Boards previously served on:

Board of Directors, Treasure of HOA 2025- 2027

CWA (Communications Worker of America) Chief Steward, 2000-2005

Describe the importance of the Board of Interest to the City of Clermont:

The Board of Trustees helps ensure the firefighter pension fund is responsibly managed and financially stable, supporting long-term security for firefighters and retirees while maintaining trust and fiscal responsibility for the City of Clermont.

Describe what you feel you could bring to the Board of Interest:

I would bring over 30 years of public safety experience and a strong understanding of the challenges first responders face. As a pension recipient myself, I understand firsthand the importance of protecting long-term financial security. I would approach the role with integrity, honesty, and strong moral values, ensuring decisions are made responsibly and in the best interest of both active members and retirees.

Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☒ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk's office.**

* Must be a registered elector of the City of Clermont for an uninterrupted period of 18 months prior to application.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

Contact: City Clerk's Office – 352-241-7330
Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk's Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk@clermontfl.org
- Fax: 352-394-2394

Thank you to our Hero Sponsors

ATLANTIC broadband

at&t

KURZ REAL ESTATE

CBS LABS

EAST OF COLLINS

Hotwire COMMUNICATIONS

SAV

Pearl Benefits GROUP, INC.

Mango's TROPICAL CAFE SOUTH BEACH

Miami Beach First Responders

Dispatcher Amy Rosen

Public Safety Communications Unit

Officer Luis Alsina

Miami Beach Police Department

Officer Alan Chin

Miami Beach Police Department

Sergeant Jose Reina

Miami Beach Police Department

Sergeant Jack Rodriguez

Miami Beach Police Department

KURZ

REAL ESTATE

3RD ANNUAL

HEROES

Pillar Breakfast

HONORING MIAMI BEACH FIRST RESPONDERS

FIRE DEPARTMENT | POLICE DEPARTMENT | OCEAN RESCUE| 911 COMMUNICATIONS

FRIDAY, FEBRUARY 10, 2017
8:00 AM - 10:00 AM

RITZ-CARLTON, SOUTH BEACH
1 LINCOLN RD, MIAMI BEACH, FL 33139

Alterra Home Loans
Building Wealth Through Homeownership

MIAMI BEACH CHAMBER OF COMMERCE
PILLAR TRUSTEES

Miami Beach First Responders

Training Division Chief Digna Abello
Miami Beach Fire Department

Firefighter Mike Saavedra
Miami Beach Fire Department

Lifeguard Ludovico Basso
Miami Beach Ocean Rescue

Lifeguard Lucas Bocanegra
Miami Beach Ocean Rescue

Thank you to our Gift Sponsors

Galbut Family Miami Beach JCC Simkins Family Campus

DAVID L. WRUBEL, CPA, PA
CERTIFIED PUBLIC ACCOUNTANT
WWW.CPA-FL.COM

DRINKHOUSE FIRE + ICE

SoBeDENTIST™

Miami Beach Cosmetic Plastic Surgery Center

MIAMI HYPNOSIS CENTER
inspire . empower . transform

MIAMI FC

WHIZZY RIDE
electric scooters
www.whizzyride.com

Miami Beach FAMILY & SPORTS CHIROPRACTIC CENTER
CHIROPRACTIC • SPORTS MEDICINE • NUTRITION • REHAB • PHYSIOTHERAPY

BARRE/MOTION

SOUTH BEACH CLINIC

Mango's TROPICAL CAFE SOUTH BEACH

miami children's museum
play • learn • imagine • create

BOUCHER BROTHERS

Oxford Counseling Services
(786) 651-4198

WILLIAM AND JOHANNA BEACH

Thank You to our Hero Sponsors

ATLANTIC broadband

at&t

KURZ REAL ESTATE

CBS LABS

EAST OF COLLINS

Hotwire COMMUNICATIONS

SAV

Pearl Benefits GROUP, INC.

Mango's TROPICAL CAFE SOUTH BEACH

Miami Beach First Responders

Dispatcher Amy Rosen
Public Safety Communications Unit

Officer Luis Alsina
Miami Beach Police Department

Officer Alan Chin
Miami Beach Police Department

Sergeant Jose Reina
Miami Beach Police Department

Sergeant Jack Rodriguez
Miami Beach Police Department

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 14, 2025
Secretary of State
2749217595CC

DOCUMENT# N21668

Entity Name: THE WILLOWS HOMEOWNERS ASSOCIATION, INC.

Current Principal Place of Business:

13900 COUNTY ROAD 455
SUITE 107 #346 SUITE 6
CLERMONT,FL, FL 34711

Current Mailing Address:

13900 COUNTY ROAD 455
SUITE 107 #346 SUITE 6
CLERMONT,FL, FL 34711 US

FEI Number: 59-2863362

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ELLIS, JOHN
13900 COUNTY ROAD 455
SUITE 107 #346
CLERMONT,FL, FL 34711 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOHN ELLIS 04/14/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DIRECTOR
Name	EVANGELINA, BOOTH
Address	13900 COUNTY ROAD 455 SUITE 107 #346 SUITE 6
City-State-Zip:	CLERMONT,FL FL 34711

Title	PRESIDENT
Name	PICCERILLO, MICHELLE
Address	13900 COUNTY ROAD 455 SUITE 107 #346
City-State-Zip:	CLERMONT,FL FL 34711

Title	DIRECTOR
Name	NOBOA, CESAR
Address	13900 COUNTY ROAD 455,SUITE 07 #346, SUITE 6
City-State-Zip:	CLERMONT FL 34711

Title	DIRECTOR
Name	ROSEN, AMY
Address	13900 COUNTY ROAD 455 SUITE 107 #346 SUITE 6
City-State-Zip:	CLERMONT,FL FL 34711

Title	DIRECTOR
Name	SUFFREDINI, PRISCILLA
Address	13900 COUNTY ROAD 455 SUITE 107 #346 SUITE 6
City-State-Zip:	CLERMONT,FL FL 34711

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHELLE PICCERILLO PRESIDENT 04/14/2025

Electronic Signature of Signing Officer/Director Detail — Date

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026
Agenda Item Name
Resolution No. 2026-008R Florida Boating Improvement Program
Requested Action
Request approval of Resolution 2026-008R authorizing the City to make a grant application for assistance under the Florida Boating Improvement Program
Staff Report
There is an opportunity with the Florida Boating Improvement Program (via Florida Fish and Wildlife Conservation Commission) to apply for $300,000 of matching funds towards the boat dock facility portion of the Meet in the Middle project. Approval of the Resolution increases the likelihood funding will be awarded from this grant. Grant funding opportunities throughout the city and for the Meet in the Middle project continue to be investigated by staff.
Additional Analysis
Fiscal Impact Summary
No impact on the current fiscal year budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)
1. 2026-008R FBIP Meet Us in the Middle (03.11.2026)2026-008R FBIP Meet Us in the Middle (03.11.2026).pdf

A RESOLUTION OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR AUTHORIZATION FOR THE CITY TO MAKE AND PERFECT A GRANT APPLICATION FOR ASSISTANCE UNDER THE FLORIDA BOATING IMPROVEMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, be it resolved by the City Council of the City of Clermont, Lake County, Florida, that**:**

SECTION 1. LEGISLATIVE FINDINGS AND INTENT

(a). The City of Clermont has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.
(b). The City of Clermont, Florida, is interested in applying for project and grant approval, receiving and accepting grant funds, and carrying out a project for the enjoyment of the citizens of the City of Clermont and the State of Florida, which Project will have a multiplicity of benefits to the City and the State, which Project is commonly known as and referred to as the "8th Street Boat Docks project."
(c). Financial assistance from the Florida Boating Improvement Program (FBIP) is essential to the implementation of the development of the 8th Street Boat Docks project.
(d). The City of Clermont has developed and maintained a very good relationship with the State of Florida and its agencies over the years, and the City and State have worked well together in grant and funding relationships for the benefit of the State of Florida and its public welfare.

SECTION 2. APPROVAL OF FBIP GRANT

(a). The City Council of the City of Clermont hereby approves the FBIP grants for the 8th Street Boat Docks project.
(b). The City Manager is authorized to make application and re-application, as needed, to the State of Florida under the FBIP grant program in the amount of $300,000 on behalf of the City in order to obtain partial funding from the State of Florida for the Project.
(c). The City Manager is authorized to encumber matching funds in the amount of $300,000 on behalf of the City in order to obtain funding, as referenced herein, from the State of Florida for the 8th Street Boat Docks project.

SECTION 3. COVENANTS OF THE CITY OF CLERMONT

(a). The City of Clermont certifies to the State of Florida and agrees that:

(1). The City will accept the terms and conditions set forth in FBIP Grant Agreement.
(2). The City has the ability and intention to finance the cost of the 8th Street Boat Docks project and that the Project will be operated and maintained at the expense of the City for public use.
(3). The City will not discriminate against any person on the basis of race, color, religion, disability, or national origin in the use of any property or facility acquired or developed pursuant to the FBIP grant for the Project and shall comply with the terms and intent of the Title VI of the *Civil Rights Act of 1964,* Public Law 88-352 (1964) and all other controlling law. The City shall design and construct all facilities relating to the 8th Street Boat Docks project in order to fully comply with all laws, statutes, rules, regulations, codes, and ordinances relating to accessibility by disabled persons, including, but not limited to, the *Americans with Disabilities Act.* The City of Clermont shall also comply with all other applicable federal, state, and local laws, codes, ordinances, rules, regulations, and requirements.
(4). The City will maintain adequate financial records on the 8th Street Boat Docks project to substantiate claims for reimbursement and in order to appropriately accomplish any and all pre-audits and post-audits of the expenditure of public funds as well as a performance review of the Project and the achievement of the goals and objectives of the FBIP grant program.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS

(a). The Mayor of the City of Clermont is hereby authorized to execute the grant agreements relating to the FBIP grant program.
(b). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate.
(c). The City Manager is hereby authorized to expend such City funds as may be necessary to accept and implement the grant under the FBIP grant program for the 8th Street Boat Docks project.
(d). The City Manager is authorized to sign the grant application and manage the grant, should one be awarded.

SECTION 5. SAVINGS

The prior actions of the City of Clermont relating to the development of boating facilities and related activities are hereby ratified and affirmed.

SECTION 6. CONFLICTS

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 7. SEVERABILITY

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE

This Resolution shall become effective immediately upon enactment.

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 24th day of March 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, City Clerk

Approved as to Form and Legality:

_____
Christian W. Waugh, City Attorney

CITY OF CLERMONT

AGENDA ITEM

Meeting Date

Tuesday, March 24, 2026

Agenda Item Name

Bid Award
City Street Resurfacing

Requested Action

Award the bid and execute a contract with S&L Materials, Inc. for street resurfacing (mill and overlay) on various City roads in the budgeted amount of $668,653.51, and resurfacing on Lakeshore Drive as an add-on in the budgeted amount of $160,255.

Staff Report

The Procurement Services Department and the Public Services recommend approval of the proposed action.

The Procurement Services Department issued Request for Bid No. 26-056 on January 21, 2026, to obtain a qualified contractor to provide street resurfacing services to various City roads. The solicitation was formally advertised, competitively bid, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of twelve (12) responses were received.

The project includes milling and resurfacing (mill and overlay) of the following locations:
Hooks Street to East Ave.
East Avenue to Lake Avenue
East Avenue from SR 50 to Grand Highway (Includes 880 Sq. Yd. of full depth patching)
East Avenue from SR 50 to Minnehaha Avenue
Clermont Arts and Recreation Parking Lot (area patches)

Staff recommends awarding the contract to S&L Materials, Inc., as the lowest responsive and responsible bidder, in the amount of $668,653.51, meeting all terms, conditions, and specifications of the RFB.

Due to savings achieved through the bid process, the Public Services Department is also requesting approval to add additional resurfacing work on Lakeshore Drive in the amount of $160,255.00. The additional work includes resurfacing on Lakeshore Drive from Lake Ave to 12th Street.

The total revised contract amount, including the additional work, is $828,908.51.

Additional Analysis

Fiscal Impact Summary

The fiscal impact of $828,908.51 is included in the FY26 approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$415,985.65 $412,923.86	12541-66304-41102 INSFRACTUCTURE - STREETS 12541-66304-41304 INFRACSTRUCTURE - STREETS	$1,000,000 $1,000,000

Exhibits Attached (copies of original agreements)

1.	RFB 26-056 Evaluation Tabulation	RFB 26-056 Evaluation Tabulation.pdf
2.	RFB 26-056 Notice of Intent to Award	RFB 26-056 Notice of Intent to Award.pdf

3.	S&L Additional Work 3-13-26	S&L Additional Work 3-13-26.pdf

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION

RFB No. RFB 26-056

2026 Street Resurfacing Services

RESPONSE DEADLINE: March 5, 2026, at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
S&L Materials, Inc.	$668,781.77
Icon Construction Enterprise LLC	$694,895.65
General Asphalt of Lakeland	$700,875.70
Hubbard Construction Company	$715,283.05
SUPERIOR ASPHALT, INC.	$748,131.40
GPH Services	$786,730.75
C.W. Roberts Contracting, Inc.	$799,279.70
M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING	$865,349.40
American Construction Services, Inc. of Tampa	$873,092.65

Vendor	Total
Ranger Construction Industries, Inc.	$1,021,779.55
R & D Paving, LLC	$1,096,667.30
US ASPHALT	$1,558,208.00

ADDITIONAL PRICING (Table 1 of 2)

Should certain additional work be required, or should the quantities submitted by the successful respondent of certain classes be increased or decreased from those required by Contract Documents, the unit prices contained below are the basis of quantifying payment to the successful respondent or credit to the City, for such increase or decrease in the work. No additional adjustments will be allowed. The successful respondent is required to enter the unit price.

Additional Pricing				American Construction Services, Inc. of Tampa	C.W. Roberts Contracting, Inc.	General Asphalt of Lakeland	GPH Services	Hubbard Construction Company	Icon Construction Enterprise LLC	M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING	Ranger Construction Industries, Inc.	R & D Paving, LLC	S&L Materials, Inc.
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	8	6-inch Yellow or White Temp. Paint	Linear Feet	$0.55	$11.00	$0.55	$0.44	$0.75	$1.13	$1.00	$0.75	$1.00	$0.50
X	9	Remove Thermo-Plastic Markings	Linear Feet	$1.50	$484.00	$0.10	$1.25	$2.25	$1.25	$3.00	$2.35	$2.50	$3.00

Additional Pricing				American Construction Services, Inc. of Tampa	C.W. Roberts Contracting, Inc.	General Asphalt of Lakeland	GPH Services	Hubbard Construction Company	Icon Construction Enterprise LLC	M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING	Ranger Construction Industries, Inc.	R & D Paving, LLC	S&L Materials, Inc.
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	10	Tack Coat	Square Yard	$0.60	$8.70	$0.35	$0.50	$0.85	$0.78	$0.50	$0.45	$1.00	$0.76
X	11	Full Depth Patching	Square Yard	$150.00	$164.00	$138.45	$150.74	$59.20	$3,500.00	$175.00	$125.00	$157.80	$124.00
Total				$152.65	$667.70	$139.45	$152.93	$63.05	$3,503.16	$179.50	$128.55	$162.30	$128.26

ADDITIONAL PRICING (Table 2 of 2)

Additional Pricing				SUPERIOR ASPHALT, INC.	US ASPHALT
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
X	8	6-inch Yellow or White Temp. Paint	Linear Feet	$0.50	$8,800.00
X	9	Remove Thermo-Plastic Markings	Linear Feet	$8.25	$26,500.00
X	10	Tack Coat	Square Yard	$1.65	$20,000.00
X	11	Full Depth Patching	Square Yard	$120.00	$26,500.00
Total				$130.40	$81,800.00

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

NOTICE OF INTENT TO AWARD

RFB No. RFB 26-056

2026 Street Resurfacing Services

RESPONSE DEADLINE: March 5, 2026, at 2:00 pm

Tuesday, March 10, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-056 titled 2026 Street Resurfacing Services, the City hereby issues this Award Recommendation to the following company:

S&L Materials, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

~ City of Clermont - Additional Work ~

S&L Materials, Inc.

210 Hangar Road

Kissimmee, FL, 34741

Contact: **Paul Carlson**

Phone: **(407) 870-0066 Ext 453**

Email: **paul.carlson@sl-materials.com**

Quote To:	James Maiworm	Proposal Date:	March 13, 2026
Company:	City of Clermont, FL	Date of Plans:	
Phone:	(352) 241-0178	Revision Date:	
Email:	jmaiworm@clermontfl.com	Addendums:	
		HCSS#:	S&L: 26-02-01A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10000	Lakeshore Drive - Lake to Bridge (Resurf 5)	1.00	LS	81,575.00	81,575.00
11000	Lakeshore Drive - Bridge to 12th St (Resurf 6)	1.00	LS	78,680.00	78,680.00
GRAND TOTAL					**$160,255.00**

NOTES:

Respectfully submitted,

_____

Paul Carlson
S&L Materials, Inc.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026

Agenda Item Name
Bid Award *Services for Water Reclamation Facility*

Requested Action
Request approval to award a term contract to Merrell Bros., Inc. to provide all labor, materials, and equipment necessary for biosolids hauling and disposal services.

Staff Report
The Procurement Services Department and the Public Services recommend approval of the proposed action. The Procurement Services Department issued Request for Bid No. 26-037 on November 14, 2025, to establish an annual Term Contract for biosolids hauling and disposal services. The purpose of this solicitation was to secure a qualified respondent to provide biosolids hauling, treatment, and disposal services for the City's Water Reclamation Facility. The contract services include the loading, transportation, treatment, and permitted disposal of biosolids, including all labor, equipment, and regulatory compliance required to perform the work. The solicitation was competitively bid, formally advertised, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of four (4) responses were received. It is recommended that the City Council approve and execute a fixed-unit price term contract with Merrell Bros., Inc. to provide biosolids hauling and disposal services. The initial term of the contract is three (3) years, with the option for up to three (3) additional one-year renewal periods at the City's discretion. The estimated contract value per year is $588,000 with a contract start date of April 13, 2026. Funding was approved during the budget process and is allocated from the Sewer fund, Account No. 42535-54310.

Additional Analysis

Fiscal Impact Summary
Funding was approved during the budget process and is allocated from the Sewer fund, Account No. 42535-54310.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$237,000	42535-54310 Sludge Disposal	$237,000

Exhibits Attached (copies of original agreements)	
1. RFB 26-037 Notice of Intent to Award	RFB 26-037 Notice of Intent to Award.pdf
2. RFB 26-037 Tabulation	RFB 26-037 Tabulation.pdf

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

NOTICE OF INTENT TO AWARD

RFB No. RFB 26-037

Biosolids Hauling and Disposal Services

RESPONSE DEADLINE: January 15, 2026 at 2:00 pm

Wednesday, March 11, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-037 titled Biosolids Hauling and Disposal Services, the City hereby issues this Award Recommendation to the following company:

MERRELL BROS., INC.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION

RFB No. RFB 26-037

Biosolids Hauling and Disposal Services

RESPONSE DEADLINE: January 15, 2026 at 2:00 pm

VENDOR TOTALS

Vendor	Total
Revinu, Inc.	Non-Responsive
MERRELL BROS., INC.	$588,972.10
Synagro South, LLC	$661,920.00
Shelly's Septic Tanks Inc	$1,645,889.00

HAULING AND DISPOSAL COMPOST (BASIS OF AWARD)

Hauling and Disposal Compost (Basis of Award)					MERRELL BROS., INC.		Revinu, Inc.		Shelly's Septic Tanks Inc		Synagro South, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Hauling and Disposal Compost	6270	Cubic Yards	$93.93	$588,941.10	$0.00	$0.00	$262.50	$1,645,875.00	$105.00	$658,350.00
Total						$588,941.10		$0.00		$1,645,875.00		$658,350.00

ALTERNATE PRICE: HAULING AND DISPOSAL - LAND APPLICATION

Alternate Price: Hauling and Disposal - Land Application					MERRELL BROS., INC.		Revinu, Inc.		Shelly's Septic Tanks Inc		Synagro South, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Alternate Price: Hauling and Disposal - Land Application	1	Cubic Yards	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total						$0.00		$0.00		$0.00		$0.00

MINIMUM CUBIC YARDS

Respondents shall indicate the minimum billable load size (in cubic yards) applicable per trip. If no minimum applies, enter “N/A.”

Minimum Cubic Yards				MERRELL BROS., INC.	Revinu, Inc.	Shelly's Septic Tanks Inc	Synagro South, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	3	Minimum Cubic Yards for Compost	Cubic Yards	$31.00	$0.00	$14.00	$3,570.00
X	4	Minimum Cubic Yards for Land Application	Cubic Yards	$0.00	$0.00	$0.00	$0.00
Total				$31.00	$0.00	$14.00	$3,570.00

CITY OF CLERMONT

AGENDA ITEM

Meeting Date

Tuesday, March 24, 2026

Agenda Item Name

Piggyback Term Contract
Public Services

Requested Action

Request approval of the piggyback of the City of Zephyrhills Term Contract No. 41-25-13 with RCM Utilities, LLC for installation services for underground infrastructure in accordance with the City of Clermont's Procurement Policy.

Staff Report

The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action.

At the request of the Public Services Department, the Procurement Services Department identified City of Zephyrhills Term Contract No. 41-25-13, as a suitable procurement vehicle for installation services for underground infrastructure. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process.

The contract includes an initial two (2) year agreement, with the option for two (2) additional three (3) year renewal periods at the City's discretion. The estimated contract value is $2,375,000 per year, with a start date of February 25, 2026.

This contract will provide installation services for underground infrastructure, including:

- PRV Valve replacement
- Air Release Valve (ARV) installation, maintenance, and repair
- Water main maintenance and repair
- Sewer main maintenance and repair
- Water service line installation, maintenance, and repair
- Sewer service line installation, maintenance, and repair

Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.

Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures.

Additional Analysis

Fiscal Impact Summary

The estimated annual amount is included in the current fiscal year's operating budget.

Account Name	Account #	Annual Budget

Repair & Maint-Systems	41533-54612	$440,000
R&M-Systems-Hydrant	41533-54612-33607	$275,000
R&M-System-Gate Valves	41533-54612-33608	$125,000
Cap-out-Other Improvement	41533-66300	$585,000
Cap-out-Wtr Sys-Pressure Reducing Valves	41533-66307-33610	$100,000
Cap-West Water System Improvement	41533-66307-33114	$400,000
Cap-East Water System Improvement	41533-66307-33603	$450,000
	Totals	$2,375,000

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	RCM Agreement 41-25-13	RCM Agreement 41-25-13.pdf
2.	RCM Pricing 41-25-13	RCM Pricing 41-25-13.pdf

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

THIS GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT (the "Contract"), made this 14th day of July 2025, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as "CITY" or "Owner"), and RCM Utilities, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, having its principal office at 1451 Pine Grove Road, Eustis, FL 32736 (hereinafter referred to as "Contractor").

WHEREAS, CITY desires to obtain services as stated in the Request for Proposal RFP #2025-004 incorporated herein by reference from Contractor for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFP #2025-004 to find qualified professionals to fulfill the need for these services. Pursuant to Section 255.103(4), Florida Statutes, the total construction cost of each individual project shall not exceed $7,500,000.00. Although the primary professional service sought by the contract is for general construction services, this Contract may cover other construction services if Contractor possesses the professional licensing and registration to legally perform these services. Further, Contractor may hire others who are properly licensed to perform construction services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2), three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Contractor, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Contractor for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Contractor is available to provide services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of Section 287.055, Florida Statutes the "Consultants Competitive Negotiations Act," in the selection of Contractor and negotiations for this Contract; and

NOW, THEREFORE, CITY and Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Incorporation of Request for Qualification and Response.** Request for Proposal (RFP) #2025-004 is incorporated into this Contract by reference. Contractor's response to the RFP is attached hereto and incorporated herein as Exhibit A.

3. **Scope of Services.**

(a) Contractor agrees to furnish and perform general construction services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted

professional standards to achieve a total cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Contractor under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Contractor agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Contractor further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates and Unit Rates for Basic and Additional Services is found in Exhibit B – Hourly Rate Schedule. No Additional Services shall be furnished by Contractor unless specifically requested and authorized by CITY in writing.

(b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.

4. **Project Construction Budget.** Contractor shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Contractor acknowledges that the Project Construction Budget is of the essence of this Contract and Contractor agrees to perform, in accordance with generally accepted professional standards.

(a) Although CITY looks to Contractor for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Contractor shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.

(b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects.

5. **Time of Completion.** Contractor shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Contractor shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon in writing on a project by project basis. Contractor shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Contractor shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Contractor, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Contractor, the CITY will not compensate Contractor for the delay caused by Contractor; however, the cost associated with that portion of any such delay not caused by Contractor shall be compensated as an Additional Service.

6. **Fees.** CITY agrees to pay to Contractor for Basic Services, based upon Exhibit B – Hourly Rate and Unit Rate Schedule, Contractor will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The

categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Contractor under this Contract for said services if the actual cost of construction or work to be designed by Contractor exceeds the proposal or budget.

(a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.

(b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.

(c) The responsibility of Contractor for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Contractor agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.

(d) Contractor's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B – Hourly Rate and Unit Rate Schedule.

(e) Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

(f) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

7. **Ownership of Documents.** Contractor shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Contractor pursuant to this Contract (hereinafter referred to as the "Original Work Product").

(a) Contractor shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Contractor, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Contractor's services, Contractor shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Contractor shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Contractor agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Contractor.

(b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Contractor shall assign to CITY, all rights without limitation, including the copyright with respect to such work.

8. **Insurance.**

(a) Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed Contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

(b) Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

(c) If the Continuing Service Project includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

(d) All such insurance required in paragraph (a) shall be with companies and on forms acceptable

to CITY, shall name CITY, and its ~~a~~gents, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.

(e) Contractor will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Contractor within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Contractor, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Contractor will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Contractor will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Contractor agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Contractor for all times subsequent to the date of this Contract.

9. **Representations.** Contractor hereby represents to CITY that:

(a) It has the experience and skill to perform the services required to be performed by this Contract.

(b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Contractor to remove, and Contractor shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.

(c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.

(d) It shall perform said services in accordance with generally accepted professional standards in an expeditious and economical manner.

(e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

(f) The designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services of Contractor shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

10. **Expense Records.** Contractor agrees to keep and maintain all of its direct personnel expense records, consultant and subcontractor expense records, and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Contractor and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Contractor agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Contractor, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.

11. **Termination, Suspension, Disputes, or Abandonment.** The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

(a) If Continuing Service Projects are terminated or suspended by CITY, CITY shall pay Contractor all fees which have become due and payable to Contractor for that portion of the work of Contractor properly completed prior to such abandonment or suspension, and CITY shall have no further obligation to Contractor for payment to Contractor of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Contractor, at the option of CITY, shall complete the services of Contractor under this Contract upon resumption by CITY of Continuing Service Projects, and Contractor shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Contractor under this Contract unless and until Contractor has attained and completed that stage of work where the same would be due and payable.

(b) In the event of any such suspension or termination without cause, CITY shall pay to Contractor only that portion of the fee and compensation hereunder for the Basic Services of Contractor which has become due and payable to Contractor under the provisions of this Contract, and the remainder of Contractor's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by Contractor as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Contractor to the contrary, Contractor shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Contractor shall perform its remaining services in accordance with the terms of this Contract and Contractor shall be entitled to time extension equal to the period of suspension.

(c) If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that

termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

12. **Assignability.** This Contract is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.

13. **Errors and/or Omissions.** Contractor shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) negligent errors and/or omissions made by Contractor in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services pursuant to this Contract and the project's Scope of Services for Contractor, and (2) negligent acts or omissions on the part of Contractor in any designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services or in the performance of any other services under this Contract and the project's Scope of Services for Contractor. It is the intent of the parties hereto that Contractor be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Contractor under this Agreement. CITY will hold Contractor harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

14. **Subcontractors/Separate contractors.**

(a) Any proposed subcontractors shall be submitted to CITY for approval prior to Contractor entering into a subcontract agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Contractor in any manner whatsoever arising out of the CITY's objection to a proposed subcontractor.

(b) Contractor shall coordinate the services and work product of any subcontractor and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services furnished by Contractor or its subcontractors, and Contractor shall review and approve any designs, drawings, specifications, shop drawings, submittals, work, materials, processes of manufacture, methods of construction, or other services produced or furnished by any subcontractors prior to submittal to CITY. Contractor shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services incorporating such corrections or revisions at its sole cost and expense.

(c) Any subcontractor agreement shall reflect the terms of this Contract and require the subcontractor, to the extent of the services to be performed by the subcontractor, to assume toward Contractor all the obligations which Contractor by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Contractor from any of its duties under this Contract.

(d) Contractor shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate contractor, in any fashion appropriate or necessary to facilitate the construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Contractor shall accept any assignment of any agreement or contract CITY may have with any separate contractor.

15. **Indemnification.** Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the agreement of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

    Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

16. **Governing Law**. This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Contractor arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

17. **Entire Agreement.** This Contract, together with any other documents incorporated herein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related exhibits, proposals, and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Contract shall control. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

18. **Evaluation.** Contractor will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Contractor's past performance and may be included in the review process for future solicitations for services. A copy of the evaluation(s) will be provided to Contractor upon request.

19. **Independent Contractor.** Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.

20. **Notices.** All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:
RCM Utilities, LLC
ATTN: Nick Sellers
1451 Pine Grove Road
Eustis, FL 32726
nick@rcmutilities.com
allen@rcmutilities.com
bob@rcmutilities.com

To CITY:
City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

21. **MISCELLANEOUS PROVISIONS**.

(a) The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin,

or disability, in connection with its performance under this Contract.

(b) The continuing services to be provided by Contractor pursuant to this Contract shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

(c) This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

(d) The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

(e) All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

(f) In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

(g) This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(h) The City may withhold any payment in an amount that is sufficient to pay the direct costs and expenses the City reasonably expects to incur to protect City from liabilities for which Contractor is responsible

(i) The City reserves the right to audit the records of the Contractor covered by this Contract at any time during the provision of Services and for a period of three (3) years after final payment is made under this Contract.

22. **PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

[The remainder of this page is intentionally left blank.]

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each patty being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Charles E. Proctor
City Council President

ATTEST:

By: _____
Ricardo Quiñones, City Clerk

CONTRACTOR

RCM UTILITIES, LLC

By: _____
Name: Francis A. Bates III
Its: VP / CFO

ATTEST:

By: _____
Name: Melissa Moss
Its: Controller / Secretary

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Man Lifts	1	HR	$50.00	$50.00
2	Telescoping boom Man Lifts with PlatForm	1	HR	$60.00	$60.00
3	Bucket Trucks	1	HR	$0.00	$0.00
4	Air Compressors - Under 1000 CFM	1	HR	$125.00	$125.00
5	Air Compressors - Over 1000 CFM	1	HR	$125.00	$125.00
6	Steel Roadway Plates	1	HR	$0.00	$0.00
7	Earthmoving Equipment	1	HR	$0.00	$0.00
8	Skid Steer Loaders	1	HR	$100.00	$100.00
9	Bulldozers	1	HR	$0.00	$0.00
10	Hydraulic Excavators with Operator	1	HR	$200.00	$200.00
11	Mini Excavators with Operator	1	HR	$150.00	$150.00
12	Loader-Backhoes with Standard Bucket	1	HR	$125.00	$125.00
13	Loader-Heavy Duty Construction	1	HR	$250.00	$250.00
14	Tractors	1	HR	$150.00	$150.00
15	Trench Boxes/Trench Shields	1	HR	$75.00	$75.00
16	Road Graders	1	HR	$0.00	$0.00
17	Portable Sediment Tank	1	HR	$0.00	$0.00
18	Tripod Mounted Floodlights	1	HR	$25.00	$25.00
19	Trailer Mounted Floodlights	1	HR	$50.00	$50.00
20	Generator - Portable - Gas or Diesel	1	HR	$50.00	$50.00
21	Generator - 13000 Watt	1	HR	$50.00	$50.00
22	Transformer - Step Down	1	HR	$25.00	$25.00
23	Portable Panel	1	HR	$50.00	$50.00
24	Fusible Disconnect - Portable	1	HR	$25.00	$25.00
25	Back Hoe with Operator	1	HR	$140.00	$140.00
26	Transfer Switch - Portable	1	HR	$25.00	$25.00
27	Operator	1	HR	$95.00	$95.00
28	Mowers - Walk Behind - Lawn	1	HR	$0.00	$0.00
29	Mowers- Walk Behind - Deck Mower	1	HR	$0.00	$0.00
30	Hydraulic Jacks - Manual	1	HR	$0.00	$0.00
31	Hydro Tank - 1500 Gallon Temporary	1	HR	$50.00	$50.00
32	Hydro Tank - 3000 Gallon Temporary	1	HR	$50.00	$50.00
33	Hydro Tank - 10000 Gallon Temporary	1	HR	$100.00	$100.00
34	Aerator for Ground Storage Tank	1	HR	$50.00	$50.00
35	Infiltrator MH Leak Stop Plus Labor	1	HR	$300.00	$300.00

36	Concrete Mixer with Crew - Portable	1	HR	$250.00	$250.00
37	Sand Blast Trailer Rig with Crew	1	HR	$250.00	$250.00
38	Compactor with Operator	1	HR	$100.00	$100.00
39	Pressure Washers - 2000 - 3500 PSI	1	HR	$50.00	$50.00
40	Vacuums - High Volume	1	HR	$0.00	$0.00
41	Floor Drying Fans - Portable	1	HR	$0.00	$0.00
42	Roof Swing Hoist	1	HR	$0.00	$0.00
43	Portable Trash Pumps - Gas Powered	1	HR	$25.00	$25.00
44	Submersible Pumps - 3 Phase	1	HR	$50.00	$50.00
45	Suction Hose with Couplings	1	HR	$20.00	$20.00
46	Sewage Bypass Pump with Hoses	1	HR	$150.00	$150.00
47	Discharge Hose with Couplings	1	HR	$25.00	$25.00
48	HDPE Pipe with Couplings	1	HR	$25.00	$25.00
49	Air Handling Unit	1	HR	$0.00	$0.00
50	CCTV Camera Trailer with Operator	1	HR	$500.00	$500.00
51	Trucks - Rear Dump with Crew	1	HR	$300.00	$300.00
52	Trucks - Vacuum - 2 man crew	1	HR	$350.00	$350.00
53	Trucks - Water with operator	1	HR	$300.00	$300.00
54	Trucks - Boom with operator	1	HR	$50.00	$50.00
	Total				$4,940.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Insulator	1	HR	$0.00	$0.00
2	Brick Layer	1	HR	$0.00	$0.00
3	Fencing - Worker	1	HR	$0.00	$0.00
4	Fencing - Foreman	1	HR	$0.00	$0.00
5	Roofer	1	HR	$0.00	$0.00
6	Roofer - Foreman	1	HR	$0.00	$0.00
7	Carpenter	1	HR	$0.00	$0.00
8	Electrician	1	HR	$110.00	$110.00
9	Plumbing	1	HR	$110.00	$110.00
10	AC/HVAC	1	HR	$0.00	$0.00
11	Equipment Operator - Heavy	1	HR	$0.00	$0.00
12	Equipment Operator - Light (Backhoe, Skid, Loader)	1	HR	$150.00	$150.00
13	Laborer	1	HR	$75.00	$75.00
14	Millwork	1	HR	$0.00	$0.00
15	Painter	1	HR	$0.00	$0.00
16	Sheet Metal Worker	1	HR	$0.00	$0.00
17	Sprinkler Installer	1	HR	$0.00	$0.00
18	Fire Alarm Systems	1	HR	$0.00	$0.00
19	Tile Layer	1	HR	$0.00	$0.00
20	Welder	1	HR	$95.00	$95.00
21	Sewer Pipe Cleaner	1	HR	$0.00	$0.00
22	Flag Person / MOT	1	HR	$50.00	$50.00
23	Utility / Underground Laborer	1	HR	$75.00	$75.00
24	Supervisor	1	HR	$95.00	$95.00
25	Foreman	1	HR	$80.00	$80.00
26	Helper - Labor Only	1	HR	$75.00	$75.00
27	Backflow Technician	1	HR	$75.00	$75.00
	Total				$990.00

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026

Agenda Item Name
Piggyback Term Contract *Water Meters*

Requested Action
Request approval of the piggyback of the City of Zephyrhills Term Contract No. 41-25-15 with National Metering Services, Inc. for meter replacement services in accordance with the City of Clermont's Procurement Policy.

Staff Report

The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action.

At the request of the Public Services Department, the Procurement Services Department identified City of Zephyrhills Term Contract No. 41-25-15, as a suitable procurement vehicle for meter replacement services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process.

The contract includes an initial two (2) year agreement, with the option for two (2) additional three (3) year renewal periods at the City's discretion. The estimated contract value is $235,000 per year, with a start date of February 25, 2026.

This contract will provide meter replacement services, including the replacement of existing high-use water meters that are no longer under warranty, as well as the replacement of outdated check valves that are no longer compliant with Florida Department of Environmental Protection (DEP) regulations due to lead and copper content.

Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.

Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures.

Additional Analysis

Fiscal Impact Summary

The estimated contract value is $235,000 per year is included in the current fiscal year budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$235,000	41533-53420, Contract Svcs-Meter Replacement	$235,000

Exhibits Attached (copies of original agreements)

1.	NMS Agreement 41-25-15	NMS Agreement 41-25-15.pdf
2.	Pricing 41-25-15	Pricing 41-25-15.pdf

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

THIS GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT (the "Contract"), made this _14 day of July 2025, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as "CITY" or "Owner"), and National Metering Services, Inc., a New Jersey Corporation authorized to do business in the State of Florida, having its principal office at 163 Schuyler Ave. Box #491 Kearny, NJ 07032 (hereinafter referred to as "Contractor").

WHEREAS, CITY desires to obtain services as stated in the Request for Proposal RFP #2025-004 incorporated herein by reference from Contractor for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFP #2025-004 to find qualified professionals to fulfill the need for these services. Pursuant to Section 255.103(4), Florida Statutes, the total construction cost of each individual project shall not exceed $7,500,000.00. Although the primary professional service sought by the contract is for general construction services, this Contract may cover other construction services if Contractor possesses the professional licensing and registration to legally perform these services. Further, Contractor may hire others who are properly licensed to perform construction services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2), three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Contractor, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Contractor for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Contractor is available to provide services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of Section 287.055, Florida Statutes the "Consultants Competitive Negotiations Act," in the selection of Contractor and negotiations for this Contract; and

NOW, THEREFORE, CITY and Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Incorporation of Request for Qualification and Response.** Request for Proposal (RFP) #2025-004 is incorporated into this Contract by reference. Contractor's response to the RFP is attached hereto and incorporated herein as Exhibit A.

3. **Scope of Services.**

(a) Contractor agrees to furnish and perform general construction services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted

professional standards to achieve a total cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Contractor under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Contractor agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Contractor further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates and Unit Rates for Basic and Additional Services is found in Exhibit B – Hourly Rate Schedule. No Additional Services shall be furnished by Contractor unless specifically requested and authorized by CITY in writing.

(b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.

4. **Project Construction Budget.** Contractor shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Contractor acknowledges that the Project Construction Budget is of the essence of this Contract and Contractor agrees to perform, in accordance with generally accepted professional standards.

(a) Although CITY looks to Contractor for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Contractor shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.

(b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects.

5. **Time of Completion.** Contractor shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Contractor shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon in writing on a project by project basis. Contractor shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Contractor shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Contractor, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Contractor, the CITY will not compensate Contractor for the delay caused by Contractor; however, the cost associated with that portion of any such delay not caused by Contractor shall be compensated as an Additional Service.

6. **Fees.** CITY agrees to pay to Contractor for Basic Services, based upon Exhibit B – Hourly Rate and Unit Rate Schedule, Contractor will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The

categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Contractor under this Contract for said services if the actual cost of construction or work to be designed by Contractor exceeds the proposal or budget.

(a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.

(b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.

(c) The responsibility of Contractor for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Contractor agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.

(d) Contractor's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B – Hourly Rate and Unit Rate Schedule.

(e) Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

(f) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

7. **Ownership of Documents.** Contractor shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Contractor pursuant to this Contract (hereinafter referred to as the "Original Work Product").

(a) Contractor shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Contractor, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Contractor's services, Contractor shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Contractor shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Contractor agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Contractor.

(b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Contractor shall assign to CITY, all rights without limitation, including the copyright with respect to such work.

8. **Insurance.**

(a) Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed Contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

(b) Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

(c) If the Continuing Service Project includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

(d) All such insurance required in paragraph (a) shall be with companies and on forms acceptable

to CITY, shall name CITY, and its ~~a~~gents, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.

(e) Contractor will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Contractor within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Contractor, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Contractor will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Contractor will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Contractor agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Contractor for all times subsequent to the date of this Contract.

9. **Representations.** Contractor hereby represents to CITY that:

(a) It has the experience and skill to perform the services required to be performed by this Contract.

(b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Contractor to remove, and Contractor shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.

(c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.

(d) It shall perform said services in accordance with generally accepted professional standards in an expeditious and economical manner.

(e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

(f) The designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services of Contractor shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

10. **Expense Records.** Contractor agrees to keep and maintain all of its direct personnel expense records, consultant and subcontractor expense records, and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Contractor and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Contractor agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Contractor, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.

11. **Termination, Suspension, Disputes, or Abandonment.** The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

(a) If Continuing Service Projects are terminated or suspended by CITY, CITY shall pay Contractor all fees which have become due and payable to Contractor for that portion of the work of Contractor properly completed prior to such abandonment or suspension, and CITY shall have no further obligation to Contractor for payment to Contractor of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Contractor, at the option of CITY, shall complete the services of Contractor under this Contract upon resumption by CITY of Continuing Service Projects, and Contractor shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Contractor under this Contract unless and until Contractor has attained and completed that stage of work where the same would be due and payable.

(b) In the event of any such suspension or termination without cause, CITY shall pay to Contractor only that portion of the fee and compensation hereunder for the Basic Services of Contractor which has become due and payable to Contractor under the provisions of this Contract, and the remainder of Contractor's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by Contractor as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Contractor to the contrary, Contractor shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Contractor shall perform its remaining services in accordance with the terms of this Contract and Contractor shall be entitled to time extension equal to the period of suspension.

(c) If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that

termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

12. **Assignability.** This Contract is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.

13. **Errors and/or Omissions.** Contractor shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) negligent errors and/or omissions made by Contractor in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services pursuant to this Contract and the project's Scope of Services for Contractor, and (2) negligent acts or omissions on the part of Contractor in any designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services or in the performance of any other services under this Contract and the project's Scope of Services for Contractor. It is the intent of the parties hereto that Contractor be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Contractor under this Agreement. CITY will hold Contractor harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

14. **Subcontractors/Separate contractors.**

(a) Any proposed subcontractors shall be submitted to CITY for approval prior to Contractor entering into a subcontract agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Contractor in any manner whatsoever arising out of the CITY's objection to a proposed subcontractor.

(b) Contractor shall coordinate the services and work product of any subcontractor and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services furnished by Contractor or its subcontractors, and Contractor shall review and approve any designs, drawings, specifications, shop drawings, submittals, work, materials, processes of manufacture, methods of construction, or other services produced or furnished by any subcontractors prior to submittal to CITY. Contractor shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services incorporating such corrections or revisions at its sole cost and expense.

(c) Any subcontractor agreement shall reflect the terms of this Contract and require the subcontractor, to the extent of the services to be performed by the subcontractor, to assume toward Contractor all the obligations which Contractor by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Contractor from any of its duties under this Contract.

(d) Contractor shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate contractor, in any fashion appropriate or necessary to facilitate the construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Contractor shall accept any assignment of any agreement or contract CITY may have with any separate contractor.

15. **Indemnification.** Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the agreement of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

    Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

16. **Governing Law**. This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Contractor arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

17. **Entire Agreement.** This Contract, together with any other documents incorporated herein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related exhibits, proposals, and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Contract shall control. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

18. **Evaluation.** Contractor will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Contractor's past performance and may be included in the review process for future solicitations for services. A copy of the evaluation(s) will be provided to Contractor upon request.

19. **Independent Contractor.** Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.

20. **Notices.** All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:
National Metering Services, Inc.
ATTN: John Castle & William Castle
163 Schuyler Ave. Box #491
Kearny, NJ 07032
jcastle@nmsnj.com
wcastle@nmsnj.com

To CITY:
City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

21. **MISCELLANEOUS PROVISIONS**.

(a) The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Contract.

(b) The continuing services to be provided by Contractor pursuant to this Contract shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

(c) This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

(d) The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

(e) All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

(f) In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

(g) This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(h) The City may withhold any payment in an amount that is sufficient to pay the direct costs and expenses the City reasonably expects to incur to protect City from liabilities for which Contractor is responsible

(i) The City reserves the right to audit the records of the Contractor covered by this Contract at any time during the provision of Services and for a period of three (3) years after final payment is made under this Contract.

22. **PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

[The remainder of this page is intentionally left blank.]

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each patty being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Charles E. Proctor
City Council President

ATTEST:

By: _____
Ricardo Quiñones, City Clerk

CONTRACTOR

NATIONAL METERING SERVICES, INC

By: _____
Name: John Castle
Its: General Manager

ATTEST:

By: _____
Name: Sheryl Cotter
Its: Customer Service Manager

Labor Proposal

Description	Quantity	Price Year 1	Price Year 2	Price Year 3	Notes/Comments
Meter Installation Services by Size					
5/8x3/4	1	$ 65.00	$ 72.25	$ 78.00	Meter installation, includes gaskets and sundry items required to install a meter
3/4	1	$ 65.00	$ 72.25	$ 78.00	Meter installation, includes gaskets and sundry items required to install a meter
1"	1	$ 65.00	$ 72.25	$ 78.00	Meter installation, includes gaskets and sundry items required to install a meter
1 1/2"	1	$ 165.00	$ 180.00	$ 192.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
2"	1	$ 185.00	$ 210.00	$ 225.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
3" Compound or turbine	1	$ 630.00	$ 660.00	$ 675.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
4" Compound or turbine	1	$ 840.00	$ 880.00	$ 900.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
6" Compound or turbine	1	$ 1,260.00	$ 1,320.00	$ 1,350.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter
8" Fireline Meter	1	$ 7,500.00	$ 8,100.00	$ 9,000.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter - and crane truck

10" Fireline Meter	1	$ 9,375.00	$ 10,125.00	$ 11,250.00	Meter installation, includes gaskets, bolts and sundry items required to install a meter - and crane truck
Furnish and Installation Spool Piece					
3" Spool Piece if and where required	1	$ 420.00	$ 450.00	$ 510.00	Built on location, labor included
4" Spool Piece if and where required	1	$ 560.00	$ 600.00	$ 680.00	Built on location, labor included
6" Spool Piece if and where required	1	$ 840.00	$ 900.00	$ 1,020.00	Built on location, labor included
8" Spool Piece if and where required	1	$ 1,680.00	$ 1,760.00	$ 1,920.00	Built on location, labor included
10" Spool Piece if and where required	1	$ 2,100.00	$ 2,225.00	$ 2,450.00	Built on location, labor included
Field Support Services and Labor Charge					
Confined Space or Vault Access - OSHA Monitoring	1	$ 400.00	$ 450.00	$ 480.00	Includes OSHA Reporting, air monitor, safety harness, blower, etc. Police traffic security not included
Dewatering Vault - Pump and operator	1	$ 350.00	$ 380.00	$ 425.00	
Standby time - per hour per technician	1	$ 95.00	$ 105.00	$ 120.00	

Installation Commercial Backflow Preventer					
3"	1	$ 300.00	$ 325.00	$ 360.00	price includes gaskets, bolts and sundry items required to install the unit
4"	1	$ 450.00	$ 480.00	$ 520.00	price includes gaskets, bolts and sundry items required to install the unit
6"	1	$ 625.00	$ 670.00	$ 700.00	price includes gaskets, bolts and sundry items required to install the unit
8"	1	$ 810.00	$ 900.00	$ 945.00	price includes gaskets, bolts and sundry items required to install the unit
10"	1	$ 955.00	$ 1,025.00	$ 1,140.00	price includes gaskets, bolts and sundry items required to install the unit
Installation RPZ					
2"	1	$ 245.00	$ 290.00	$ 320.00	price includes gaskets, bolts and sundry items required to install the unit
3"	1	$ 330.00	$ 360.00	$ 402.00	price includes gaskets, bolts and sundry items required to install the unit
4"	1	$ 510.00	$ 535.00	$ 570.00	price includes gaskets, bolts and sundry items required to install the unit
6"	1	$ 690.00	$ 740.00	$ 770.00	price includes gaskets, bolts and sundry items required to install the unit
8"	1	$ 890.00	$ 1,005.00	$ 1,045.00	price includes gaskets, bolts and sundry items required to install the unit

10"	1	$ 950.00	$ 1,060.00	$ 1,185.00	price includes gaskets, bolts and sundry items required to install the unit
Installation Meter Box with lid & Lid only					
Light/Heavier Traffic 11”x18” DFW37C Cover with TR Hole only	1	$ 8.00	$ 11.00	$ 14.00	**Lid Only**
Light/Heavier Traffic 11” x 18” x12” DFW37C Meter box and Cover with TR Hole	1	$ 75.00	$ 80.00	$ 87.00	**Soft Install - Grass or dirt only**
Light/Heavier Traffic 13”x24” DFW1324C Cover with TR Hole only	1	$ 14.00	$ 17.00	$ 20.00	**Lid Only**
Light/Heavier Traffic 13”x24”x12” DFW1324C Meter box and Cover with TR Hole only	1	$ 80.00	$ 85.00	$ 92.00	**Soft Install - Grass or dirt only**
Light/Heavier Traffic 17”x30” DFW1730C Cover with TR Hole only	1	$ 18.00	$ 22.00	$ 25.00	**Lid Only**
Light/Heavier Traffic 17”x30” DFW1730C Meter box and Cover with TR Hole only	1	$ 88.00	$ 102.00	$ 122.00	**Soft Install - Grass or dirt only**
	1	$ 24.00	$ 27.00	$ 30.00	**Lid Only**

Grass area/light foot traffic 11”x18” DFW1200 Cover with TR Hole only					
Grass area/light foot traffic 11”x18”x12” DFW1200 Meter box and cover with TR Hole	1	$ 77.00	$ 84.00	$ 92.00	**Soft Install - Grass or dirt only**
Grass area/light foot traffic 16”x22” Jumbo DFW1500 Cover with TR Hole only	1	$ 28.00	$ 34.00	$ 40.00	**Lid Only**
Grass area/light foot traffic 16”x22”12” Jumbo DFW1500 Meter box and Cover with TR Hole	1	$ 115.00	$ 132.00	$ 145.00	**Soft Install - Grass or dirt only**
Installation Curbstop Valve - AY 76100MW-22 - CTS x Meter Swivel					
3/4"	1	$ 95.00	$ 95.00	$ 95.00	
1"	1	$ 105.00	$ 125.00	$ 140.00	
1.5"	1	$ 120.00	$ 125.00	$ 160.00	
2"	1	$ 140.00	$ 165.00	$ 190.00	
Installation Angle Valve - AY 74602B-22 - CTS x Meter Swivel					

3/4	1	$ 95.00	$ 95.00	$ 95.00	
1	1	$ 105.00	$ 125.00	$ 140.00	
1.5	1	$ 120.00	$ 125.00	$ 160.00	
2					
Installation - OS&Y Valve					
3"	1	$ 450.00	$ 480.00	$ 510.00	
4"	1	$ 600.00	$ 635.00	$ 668.00	
6"	1	$ 750.00	$ 785.00	$ 835.00	
8"	1	$ 850.00	$ 910.00	$ 955.00	
10"					
Installation - Meter AMI/AMR endpoint					
Cellular Radio	1	$ 55.00	$ 58.00	$ 60.00	
AMR Radio	1	$ 55.00	$ 58.00	$ 60.00	
Pit Antennae - replace or install labor only	1	$ 22.00	$ 25.00	$ 30.00	
Installation - Misc. Material					
Meter Couplings	1	$ 45.00	$ 52.00	$ 60.00	
Meter Yoke	1	$ 65.00	$ 70.00	$ 85.00	
Expansion wheel	1	$ 35.00	$ 35.00	$ 35.00	

Meter Riser	1	$ 30.00	$ 35.00	$ 38.00	
Extra Wire	1	$ 10.00	$ 10.00	$ 10.00	Gel Caps Included
Gel Caps	1	$ 2.50	$ 3.25	$ 3.50	
Installation Wilkins 950XL3 Double Check Vlv Assembly					
3/4	1	$ 65.00	$ 72.00	$ 76.00	
1"	1	$ 80.00	$ 87.00	$ 95.00	
1.5"	1	$ 110.00	$ 122.00	$ 130.00	
2"	1	$ 125.00	$ 134.00	$ 142.00	
Installation Wilkins 975XL2 Reduced Pressure Principle Assembly					
3/4"	1	$ 105.00	$ 122.00	$ 144.00	
1"	1	$ 125.00	$ 146.00	$ 158.00	
1.5"	1	$ 155.00	$ 171.00	$ 192.00	
2"	1	$ 185.00	$ 204.00	$ 218.00	

Installation AY - Inline Dual Check Valve - Meter swivel x FNPT Union					
3/4"	1	$ 65.00	$ 72.00	$ 76.00	
1"	1	$ 80.00	$ 87.00	$ 95.00	
Installation AY - Inline Y Cascading Dual Check - Meter swivel x FNPT					
3/4"	1	$ 65.00	$ 72.00	$ 76.00	
1"	1	$ 80.00	$ 87.00	$ 95.00	
Installation Wilkins Dual Check - Female x female - 700XL					
3/4"	1	$ 75.00	$ 85.00	$ 92.00	
1"	1	$ 90.00	$ 100.00	$ 115.00	
2" - 950XLTDA	1	$ 148.00	$ 156.00	$ 172.00	
Wilkins NR3 Pressure Reducing Valve - Female x Female					
3/4"	1	$ 118.00	$ 127.00	$ 138.00	
1"	1	$ 139.00	$ 159.00	$ 178.00	

1.5"	1	$ 165.00	$ 193.00	$ 209.00	
2"	1	$ 180.00	$ 221.00	$ 246.00	
Exit Meter Testing					
5/8 "x 3/4"	1	$ 9.00	$ 12.00	$ 15.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
3/4"	1	$ 9.00	$ 12.00	$ 15.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
1"	1	$ 18.00	$ 22.00	$ 26.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
1.5"	1	$ 28.00	$ 30.00	$ 35.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
2"	1	$ 36.00	$ 41.00	$ 46.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.

3"	1	$ 450.00	$ 460.00	$ 475.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
4"	1	$ 450.00	$ 460.00	$ 475.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
6"	1	$ 450.00	$ 460.00	$ 475.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
8"	1	$ 900.00	$ 925.00	$ 950.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
10"	1	$ 900.00	$ 925.00	$ 950.00	Price does not include freight to certified testing facilities. Price subject to change based on quantity of meters.
Battery Remediation - per pound	1	$ 4.25	$ 4.35	$ 4.60	Price per pound (lb). Price does not include freight to remediation facilities. Price subject to change based on quantity.

Additional Labor/Services					
Read Guarantee Program (RGP)	Lump	$ .49/meter	$ .56/meter	$ .70/meter	Annual Fee: NMS will read the AMI/AMR system 12 times per year (monthly) to investigate and diagnose meter reading issues and perform maintenance on accounts including , clearing debris or sediment from the meter box, removing obstructions from surrounding the meter box in the right of way (where applicable). Annual fee does not include repairing Utility side leaks, or removing/replacing a meter or appurtenance.
Enhanced RGP	Lump	$ 1/meter	$ 1.30/meter	$ 1.5/meter	All services included in the Read Guarantee Program, includes removal/replacement of up to 30 meters per month. (Labor only)
Service Line Identification					
Identification inside meter box	1	$ 55.00	$ 67.00	$ 79.00	Identification of Utility service line to the meter
Identification outside meter box	1	$ 165.00	$ 165.00	$ 180.00	Digging outside meter box to expose 3 ft of service line material
Meter Reading Services					
AMI/AMR Meter Reading Services	1	$ 1.00	$ 1.15	$ 1.32	Per meter read in system
Direct Read Meter Reading	1	$ 1.95	$ 2.30	$ 2.55	

Technician and Vehicle Direct Meter Reading	Per day	$ 750.00	$ 850.00	$ 950.00	If selecting Per day rate, per meter pricing does not apply.
Technician and Vehicle AMR Meter Reading	Per day	$ 600.00	$ 700.00	$ 800.00	If selecting Per day rate, per meter pricing does not apply.
Certified Backflow Testing					
Residential Backflow Test	1	$ 60.00	$ 70.00	$ 80.00	
Commercial Backflow Test	1	$ 125.00	$ 143.75	$ 158.13	1.5" - 8"
Commercial Backflow Repair					
1.5"	1	$ 160.00	$ 176.00	$ 193.60	
2"	1	$ 230.00	$ 253.00	$ 278.30	
3"	1	$ 345.00	$ 379.50	$ 417.45	
4"	1	$ 480.00	$ 528.00	$ 580.80	
6"	1	$ 650.00	$ 715.00	$ 786.50	
8"	1	$ 810.00	$ 891.00	$ 980.10	
10"	1	$ 1,050.00	$ 1,155.00	$ 1,270.50	
Hard Surface Restoration per Sq./Ft.					
Cement restoration - per Sq/Ft	1	$ 16.00	$ 22.00	$ 30.00	Labor and materials included
Blacktop restoration - per Sq/Ft	1	$ 14.00	$ 19.00	$ 28.00	Labor and materials included
Paver restoration - per Sq/Ft	1	$ 12.00	$ 18.00	$ 26.00	Labor and materials included

Soft Surface Restoration - Per Sq/Ft - SOD	1	$ 6.00	$ 7.50	$ 9.00	Labor and materials included
GPS/GIS location	1	$ 15.00	$ 16.50	$ 18.15	Sub-foot accuracy
Hydrant Services					
Hydrant Maintenance (Includes scrape, wire brush and paint)	1	$ 83.00	$ 91.30	$ 100.43	
Furnish and attach Hydrant I.D. Tag (with required information)	1	$ 45.00	$ 49.50	$ 54.45	
Furnish and install reflective road marker	1	$ 65.00	$ 71.50	$ 78.65	
Extended Flush Time (15 minute Unit)	1	$ 60.00	$ 66.00	$ 72.60	
Bonnet and/or breakaway flange bolt replacement	1	$ 75.00	$ 82.50	$ 90.75	
Upper barrel repair	1	$ 400.00	$ 440.00	$ 484.00	
lower barrel repair	1	$ 950.00	$ 1,045.00	$ 1,149.50	
Hydrant extension (6")	1	$ 975.00	$ 1,072.50	$ 1,179.75	
Hydrant extension (12")	1	$ 1,050.00	$ 1,155.00	$ 1,270.50	
Hydrant extension (18")	1	$ 1,250.00	$ 1,375.00	$ 1,512.50	
Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials,	1	$ 5,500.00	$ 6,050.00	$ 6,655.00	

backfill and compaction). **Will not require a shut down or line stop.**					
Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	1	$ 6,700.00	$ 7,370.00	$ 8,107.00	
Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). **Will require a shut down or line stop.**	1	$ 7,000.00	$ 7,700.00	$ 8,470.00	
With 6" x 6" tee	1	$ 6,900.00	$ 7,590.00	$ 8,349.00	
With 6" x 8" tee	1	$ 7,000.00	$ 7,700.00	$ 8,470.00	
With 6" x 10" tee	1	$ 7,500.00	$ 8,250.00	$ 9,075.00	
With 6" x 12" tee	1	$ 8,000.00	$ 8,800.00	$ 9,680.00	
With 6" x 14" tee	1	$ 8,200.00	$ 9,020.00	$ 9,922.00	
With 6" x 16" tee	1	$ 8,800.00	$ 9,680.00	$ 10,648.00	
With 6" x 20" tee	1	$ 10,000.00	$ 11,000.00	$ 12,100.00	
With 6" x 24" tee	1	$ 10,500.00	$ 11,550.00	$ 12,705.00	

Install new hydrant and (isolation) valve on existing typical 48" bury water main	1	$ 5,800.00	$ 6,380.00	$ 7,018.00	
With 6" x 6" wet tap	1	$ 6,000.00	$ 6,600.00	$ 7,260.00	
With 6" x 8" wet tap	1	$ 6,000.00	$ 6,600.00	$ 7,260.00	
With 6" x 10" wet tap	1	$ 6,000.00	$ 6,600.00	$ 7,260.00	
With 6" x 12" wet tap	1	$ 6,000.00	$ 6,600.00	$ 7,260.00	
Professional Services					
Project Management Services	Lump	$ 85,000.00	$ 92,000.00	$ 98,000.00	Included in the labor price for NMS installation Items. Charge applies for NMS project management if NMS is not performing the labor for specified work in scope of this proposal.
Metering as a Service (MaaS) Consultation	Lump	$ 5,000.00	$ 5,000.00	$ 5,000.00	Consultation to review Utility metering needs and develope plan with key stakeholders for Metering as a Service
Infrastructure and AMI/AMR Meter Project Specifications	Lump	$ 10,000.00	$ 10,000.00	$ 10,000.00	Consultation and Compilation of project specifications concerning infrastructure and AMI/AMR meter project(s)
Emergency Services:					

Tech & Vehicle (with strobes)	Lump	$ 900.00	$ 1,150.00	$ 1,325.00	Daily rate for Utility/Community Auxiliary help i.e assisting with street closures, distributing emergency supplies after natural disasters.
Pre-existing Leak Repair	1	$ 150.00	$ 165.00	$ 181.50	Residential
Water Use Compliance – (i.e restricted water usage investigation)	1	$ 60/hr	$ 65/hr	$ 70/hr	Use of NMS technicians and vehicles to perform compliance and investigation work for utility. Services include investigating restricted water usage for compliance with municipal ordinances.
Facilities					
Warehousing	Lump	$ 12,000.00	$ 13,200.00	$ 14,520.00	Per month
Owner's Contingency	Lump	10% of total cost	10% of total cost	10% of total cost	To allow for any unforeseen costs of labor or material during the project.

Materials					
AMI/AMR Ready Meters (Ultrasonic)	**Quantity**	**Price Year 1**	**Price Year 2**	**Price Year 3**	**Notes/Comments**
3/4"	1	$ 456.00	$ 487.92	$ 522.07	
1"	1	$ 588.00	$ 629.16	$ 673.20	

1.5"	1	$ 1,362.00	$ 1,457.34	$ 1,559.35	
2"	1	$ 1,554.00	$ 1,662.78	$ 1,779.18	
3"	1	$ 4,920.00	$ 5,264.40	$ 5,632.91	
4"	1	$ 6,120.00	$ 6,548.40	$ 7,006.79	
6"	1	$ 10,200.00	$ 10,914.00	$ 11,677.98	
8"	1	$ 14,400.00	$ 5,408.00	$ 16,486.56	
10"	1	$ 19,200.00	$ 20,544.00	$ 21,982.08	
AMI/AMR Ready Meters (Mechanical)					
3/4"	1	$ 342.00	$ 365.94	$ 391.56	
1"	1	$ 576.00	$ 616.32	$ 659.46	
1.5"	1	$ 1,140.00	$ 1,219.80	$ 1,305.19	
2"	1	$ 1,440.00	$ 1,540.80	$ 1,648.66	
Commercial Backflow Preventer					
3"	1	$ 2,690.47	$ 3,040.24	$ 3,433.07	Wilkins
4"	1	$ 2,776.24	$ 3,137.15	$ 3,544.98	Wilkins
6"	1	$ 4,072.24	$ 4,601.63	$ 5,198.64	Wilkins
8"	1	$ 7,745.83	$ 8,753.99	$ 9,890.81	Wilkins
10"	1	$ 13,893.89	$ 15,700.10	$ 17,741.11	Wilkins
RPZ					

2"	1	$ 1,010.11	$ 1,141.43	$ 1,291.02	Wilkins
3"	1	$ 2,914.42	$ 3,293.29	$ 3,721.42	Wilkins
4"	1	$ 3,759.36	$ 4,258.87	$ 4,812.53	Wilkins
6"	1	$ 5,830.42	$ 6,599.17	$ 7,455.86	Wilkins
8"	1	$ 11,335.25	$ 12,808.84	$ 14,475.18	Wilkins
10"	1	$ 15,529.76	$ 17,548.63	$ 19,831.15	Wilkins
Meter Box					
Light/Heavier Traffic 11”x18” DFW37C Cover with TR Hole only	1	$ 65.40	$ 68.68	$ 72.11	
Light/Heavier Traffic 11” x 18” x12” DFW37C Meter box and Cover with TR Hole	1	$ 155.65	$ 163.44	$ 171.61	
Light/Heavier Traffic 13”x24” DFW1324C Cover with TR Hole only	1	$ 87.42	$ 91.79	$ 96.37	
Light/Heavier Traffic 13”x24”x12” DFW1324C Meter box and Cover with TR Hole only	1	$ 208.27	$ 218.69	$ 229.62	
Light/Heavier Traffic 17”x30” DFW1730C Cover with TR	1	$ 156.64	$ 164.47	$ 172.69	

Hole only					
Light/Heavier Traffic 17”x30” DFW1730C Meter box and Cover with TR Hole only	1	$ 311.02	$ 326.57	$ 342.90	
Grass area/light foot traffic 11”x18” DFW1200 Cover with TR Hole only	1	$ 12.42	$ 13.04	$ 13.69	
Grass area/light foot traffic 11”x18”x12” DFW1200 Meter box and cover with TR Hole	1	$ 29.02	$ 30.47	$ 31.99	
Grass area/light foot traffic 16”x22” Jumbo DFW1500 Cover with TR Hole only	1	$ 20.76	$ 21.80	$ 22.90	
Grass area/light foot traffic 16”x22”12” Jumbo DFW1500 Meter box and Cover with TR Hole	1	$ 54.60	$ 57.34	$ 60.20	
Curbstop Valve - AY 76100MW-22 - CTS x Meter Swivel					
3/4"	1	$ 65.84	$ 70.45	$ 75.41	
1"	1	$ 82.45	$ 88.22	$ 94.46	

1.5"	1	$ 279.59	$ 299.16	$ 319.34	
2"	1	$ 441.14	$ 472.02	$ 504.82	
Angle Valve - AY 74602B-22 - CTS x Meter Swivel					
3/4	1	$ 126.50	$ 135.36	$ 144.68	
1	1	$ 133.90	$ 143.51	$ 152.63	
1.5	1	$ 480.43	$ 514.06	$ 550.39	
2	1	$ 538.56	$ 574.82	$ 614.96	
OS&Y Valve					
3"	1	$ 475.72	$ 538.54	$ 609.29	Wilkins
4"	1	$ 597.85	$ 676.04	$ 766.09	Wilkins
6"	1	$ 777.85	$ 880.42	$ 994.88	Wilkins
8"	1	$ 1,203.76	$ 1,360.25	$ 1,540.45	Wilkins
10"	1	$ 1,915.72	$ 2,161.90	$ 2,441.75	Wilkins
Meter AMI/AMR endpoint					
Cellular Radio	1	$ 420.00	$ 449.40	$ 480.86	
AMR Radio	1	$ 300.00	$ 321.00	$ 343.48	
Pit Antennae	1	$ 60.00	$ 64.20	$ 68.70	
Misc. Material					
Meter Couplings	1	$ 9.91	$ 10.61	$ 11.35	Matco

Meter Yoke	1	$ 33.92	$ 36.28	$ 38.81	AY
Expansion wheel	1	$ 34.05	$ 43.70	$ 46.76	AY
Meter Riser	1	$ 137.95	$ 147.62	$ 157.72	7" resetter Ball Vlv x Meter Nut - 718-207WX
Extra Wire	1	$ .24/ft	$ 0.26/ft	$ 0.29/ft	10GA Copper-Clad Blue Tracer
Gel Caps	1	$ 1.98	$ 2.18	$ 2.40	Direct Bury Wire Connector - Blue
Equipment					
Mobile Collector	1	$ 16,200.00	$ 17,334.00	$ 9,309.00	
Belt Clip Transceiver	1	$ 8,700.00	$ 238.75	$ 255.35	
Wilkins 950XL3 Double Check Vlv Assembly					
3/4	1	$ 222.46	$ 238.75	$ 255.35	
1"	1	$ 270.24	$ 288.46	$ 308.41	
1.5"	1	$ 524.05	$ 560.83	$ 599.62	
2"	1	$ 756.96	$ 810.67	$ 866.94	
Wilkins 975XL2 Reduced Pressure Principle Assembly					
3/4"	1	$ 321.00	$ 343.72	$ 366.82	
1"	1	$ 334.44	$ 357.62	$ 381.83	

1.5"	1	$ 779.36	$ 833.89	$ 890.89	
2"	1	$ 988.38	$ 1,056.85	$ 1,129.88	
AY - Inline Dual Check Valve - Meter swivel x FNPT Union					
3/4"	1	$ 108.40	$ 115.86	$ 123.79	
1"	1	$ 202.16	$ 216.50	$ 231.90	
AY - Inline Y Cascading Dual Check - Meter swivel x FNPT					
3/4"	1	$ 104.76	$ 112.06	$ 119.84	
1"	1	$ 114.60	$ 122.66	$ 131.24	
Wilkins Dual Check - Female x female - 700XL					
3/4"	1	$ 41.81	$ 44.75	$ 47.84	
1"	1	$ 64.20	$ 68.76	$ 73.45	
2" - 950XLTDA	1	$ 4,155.08	$ 4,450.74	$ 4,761.12	
Wilkins NR3 Pressure Reducing Valve - Female x Female					

3/4"	1	$ 71.66	$ 76.64	$ 81.86	
1"	1	$ 89.58	$ 95.84	$ 102.41	
1.5"	1	$ 530.03	$ 566.89	$ 606.46	
2"	1	$ 722.63	$ 772.01	$ 825.82	
Software, Services, & Integration					
	Quantity	**Price Year 1**	**Price Year 2**	**Price Year 3**	**Notes/Comments**
Neptune AMI/AMR Software Services					
Services					
Propogation Study	Lump	$ 6,600.00	$ 7,062.00	$ 7,556.34	
System Integration Services	Lump	$ 3,850.00	$ 4,119.50	$ 4,407.87	
Training	Lump	$ 3,850.00	$ 4,119.50	$ 4,407.87	
Travel expenses	Lump	$ 2,200.00	$ 2,354.00	$ 2,518.78	
Annual AMI Headend Services					
SaaS Fee	Lump	$ 2.75/per meter/per year	$ 2.95/per meter/per year	$ 3.16/per meter/per year	
Network As a Service					

One time Setup Fee (if applicable)	Lump	8.36/per meter/per year	8.94/per meter/per year	9.57/per meter/per year	
Upfront MDMS Software					
One time Setup Fee (if applicable)	Lump	$ 5,500.00	$ 5,885.00	$ 6,296.95	
			$ -	$ -	
Upfront Professional Services			$ -	$ -	
System Integration Services	Lump	$ 3,850.00	$ 4,119.50	$ 4,407.87	
Training	Lump	$ 3,850.00	$ 4,119.50	$ 4,407.87	
			$ -	$ -	
Customer Portal			$ -	$ -	
One time Setup Fee (if applicable)	Lump	$ 8,250.00	$ 8,827.50	$ 9,445.42	
Project Management	Lump	$ 5,500.00	$ 5,885.00	$ 6,296.95	
Training	Lump	$ 7,150.00	$ 7,650.50	$ 8,186.04	
			$ -	$ -	
Optional Item			$ -	$ -	
Neptune My360 Customer Integration	Lump	$ 5,500.00	$ 5,885.00	$ 6,296.95	
Neptune My360 SSO Integration	Lump	$ 11,000.00	$ 11,770.00	$ 12,593.90	
			$ -	$ -	

Annual Customer Portal Services			$ -	$ -	
Annual Software Hosting Fee	Lump	$ 22,000.00	$ 23,540.00	$ 25,187.80	
Maintenance Fee	Lump	$ -	$ -	$ -	
Annual Support	Lump	$ -	$ -	$ -	
NMS Software					
Mobile Application for Data Collection (Up to 10 users)	Lump	$ 5,000.00	$ 5,000.00	$ 5,000.00	Annual License Fee
Annual Storage Fee	Lump	$ 0.67	$ 0.72	$ 0.77	Per Meter/Per Year
ARC GIS Map Creation	Lump	$ 3,000.00	$ 3,000.00	$ 3,000.00	

Assumptions
Pricing for material and labor based on quantity of 1. Higher quantities of materials and services may be subject to discounted rates.
Material subject to tariff if applicable
Contract extensions past year 3 pricing may be subject to additional price increase.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026

Agenda Item Name
Piggyback Term Contract *Sewer System Improvements*

Requested Action
Request approval to piggyback the Interlocal Purchasing System (TIPS) Term Contract No. 231102 with Vortex to provide sanitary sewer lining and related services in accordance with the City of Clermont's Procurement Policy.

Staff Report
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified the Interlocal Purchasing System (TIPS) Term Contract No. 231102, as a suitable procurement vehicle for sanitary sewer lining and related services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial two-year agreement, with the option for one (1) additional one-year renewal period at the City's discretion. The estimated contract value for the initial term is $500,000, with a start date of March 25, 2026. This contract will provide sanitary sewer lining and related services for capital improvements to the City's sewer system, including installation of liner materials, pipe preparation, cleaning, inspection, and other associated work necessary to improve or extend the service life of existing sewer infrastructure. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.

Additional Analysis

Fiscal Impact Summary
Funding will be determined on a project-by-project basis and allocated from the Cap-Out Sewer System Fund, 42535-66305-35121.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$500,000	Cap Out - Sewer System	$500,000

Exhibits Attached (copies of original agreements)	
1. TIPS Agreement 231102-02	TIPS Agreement 231102-02.pdf
2. TIPS Pricing 231102-02	TIPS Pricing 231102-02.xlsx

TIPS VENDOR AGREEMENT (Part 2)

TIPS RCSP 231102 Pipe Bursting (Part 2)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Vortex Companies, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 2 of the related solicitation opportunity. If Vendor proposes and awarded on Part 1, a separate Part 1 Vendor Agreement shall control Part 1 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 2 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 2 TIPS solicitation document resulting in this Agreement; (2) Any Part 2 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 2 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 2 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of

correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means line-item estimates to TIPS for each anticipated TIPS project or sale. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of

Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional two consecutive one-year terms. The first renewal year shall be automatic unless Vendor notifies TIPS of its objection to the first one-year renewal. The second one-year renewal shall only be effective if offered by TIPS at its sole discretion. If TIPS offers the second renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the second one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S**

PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS

requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.

45. **Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

46. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

47. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

48. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

49. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

50. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

51. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

52. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

53. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

231102 Pipe Bursting - Part 2

Vendor Name: Vortex Companies, LLC

Vendor Address: 18150 Imperial Valley Dr.

City: Houston State: TX Zip Code: 77060

Vendor Authorized Signatory Name: Ryan Graham

Vendor Authorized Signatory Title: Regional Vice President

Vendor Authorized Signatory Phone: 713-750-9081

Vendor Authorized Signatory Email: rgraham@vortexcompanies.com

Vendor Authorized Signature: _____ Date: 12/07/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 1/17/2024

231102
Vortex Companies
Vortex Infrastructure Holdings, LLC
Supplier Response

Event Information

Number: 231102
Title: Pipe Bursting (2 Part with JOC)
Type: Request for Proposal
Issue Date: 11/2/2023
Deadline: 12/8/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale.

Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 201104 PIPE BURSTING PART 1 OR 2 ("20110401 OR 20110402"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR PIPE BURSTING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 20110401 OR 20110402.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 20110401 OR 20110402 WHICH COVERS ALL OF YOUR PIPE BURSTING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Vortex Companies Information

Contact: Ryan Graham
Address: 18150 Imperial Valley Drive
Houston, TX 77060
Phone: (713) 750-9081
Email: rellison@vortexcompanies.com
Web Address: https://vortexcompanies.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Shelly Larson
Signature

slarson@vortexcompanies.com
Email

Submitted at 12/8/2023 10:02:51 AM (CT)

Requested Attachments

Pricing Form 1 (Part 1)

01 FINAL - 231102 Pricing Form 1 (Part 1).xlsx

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

02 FINAL - 231102 Pricing Form 2 (Part 1).xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement (Part 1)

03 231102 Vendor Agreement (Part 1) Final.pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1)

04 231102 Vendor Agreement Signature Form (Part 1) Final.pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Reference Form

06 231102 Reference Form JOC (Parts 1 & 2) - Final.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

07 231102 Required Confidentiality Claim Form - Final.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Part 2 Required Bonding Capacity Letter

08 Vortex Companies Bonding Capacity Ltr.pdf

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor's bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor's Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Current Form W-9

09 W-9 Vortex Companies LLC.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement (Part 2)

010 231102 Vendor Agreement - JOC 2023 (Part 2) -Final.pdf

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

011 231102 Vendor Agreement Signature Form (Part 2) - Final.pdf

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

012 Vortex_Companies_S&P.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

013 Vortex_Companies_S&P.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

016 Conflict of Interest Questionnaire - Form CIQ - Final.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Logo (Supplemental Vendor Information Only)

017 Vortex Companies LLC Logo.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Offers advanced trenchless technologies and turnkey services to cost effectively renew water, sewer and industrial infrastructure.

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Ryan Graham

7 **Primary Contact Title**

Primary Contact Title

Senior Vice President

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

rgraham@vortexcompanies.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7137509081

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Shelly Larson

13 **Secondary Contact Title**

Secondary Contact Title

Contracts & Compliance Admin

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

slarson@vortexcompanies.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7137509081

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Shelly Knight

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

sknight@vortexcompanies.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7137509081

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Ryan Graham

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

rgraham@vortexcompanies.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7137509081

24 **Company Website**

Company Website (Format - www.company.com)

www.vortexcompanies.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Vortex Services, LLC; Vortex Lining Systems, LLC

26 **Primary Address**

Primary Address

18150 Imperial Valley Dr.

27 **Primary Address City**

Primary Address City

Houston

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Texas

29 **Primary Address Zip**

Primary Address Zip

77060

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Vortex, Vortex Services, Pipe Bursting, CIPP, Cured in place Pipe, Pipe Rehabilitation, Trenchless Rehabilitation, Trenchless Construction, Culvert Rehabilitation, Sewer Rehab, Wastewater Rehab, Sanitary Sewer Rehab, Quadex, Quadex Lining Systems, Geokrete, Geopolymer, Manhole Rehab, Manhole Rehabilitation, Epoxy Lining, Cementitious Lining, Vortex Companies, Underground Infrastructure, Sewer Rehabilitation, Manhole Lining

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Houston

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

Texas

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

5

35 Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is $100 and for "Material A Maintenance Service" is $100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $90, "Material A Maintenance Service" - $90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for $200 and have increased the price of "Material A" to $110 and the price of "Material A Maintenance Service" to $110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $99, "Material A Maintenance Service" - $99, and "Material B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

37 **Honoring Vendor's Part 1 Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

Yes

39 **Part 1 "Catalog Pricing" and Pricing Requirements**

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient**

What is Vendor's Regular Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

0.95

41 **REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient**

What is Vendor's After-Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

1

42 **REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

Here, Vendor must enter a percentage, not a coefficient. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

20%

43

REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements

This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.

Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2.

If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval.

Yes, Vendor agrees

44

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

45	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
46	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
47	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

48	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
49	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
50	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

51 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

52 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

53 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

54 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

55 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

56 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

57 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

60 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

61 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

62 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

63 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

64

Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

65

Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

66

Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Not Applicable

67

Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68

Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

69	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

70	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

71

Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

72

Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

73 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

75 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

76

Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

77

Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

78

2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

79	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
80	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes, Vendor agrees
81	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes, Vendor agrees

82	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

84	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes, Vendor certifies - NO Reportable Lobbying

85	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

86	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes, Vendor certifies

87	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
88	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

95

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

96

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

97

2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

98

2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

99

2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

100

2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

101	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies
102	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 231102 Pipe Bursting (Part 1)	Vortex Companies, LLC

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. TIPS will reach out via the emails provided so please ensure that they are typed and accurate. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not

You must provide below at least five (5) references from five different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Decatur Utilities (AL)	Dustin Chambers	dchambers@decaturutilities.com	256-654-0493
Mendez Engineering (SAWS)	Marcus Cantu	mcantu@mendezengineering.com	210-581-0355
City of Deer Park (TX)	Brent Costlow	bcostlow@deerparktx.org	281-420-7229
City of Duncanville (TX)	Alan Brown	abrown@duncanville.com	972-707-3872
City of Houston (TX)	Brian Campbell	brian.campbell@houtontx.gov	832-474-2967

TIPS CONTRACT 231102

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Vortex Companies, LLC

Vendor Authorized Signatory Name: Ryan Graham

Vendor Authorized Signatory Title: Senior Vice President

Vendor Authorized Signatory Email: rgraham@vortexcompanies.com

Vendor Address: 18150 Imperial Valley Dr.

City: Houston State: TX Zip Code: 77060

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

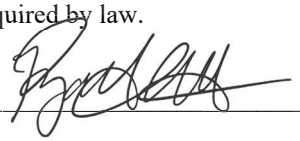
Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: 

Aaron P. Clark
Telephone No.: 713-458-5407
Fax No.: 713-430-5407
E-Mail: aclark@lockton.com

December 07, 2023

RE: Vortex Companies, LLC
Vortex Services, LLC
Statement of Bonding Capacity

To Whom It May Concern:

Since 2016, Vortex Companies, LLC has been bonded with multiple surety partners, including Harco National Insurance Company, maintaining an A.M. Best Rating of "A" with a financial rating of A- (Excellent). The sureties who support Vortex Services, LLC provide in excess of $200 million in aggregate bonding capacity with single job support in excess of $15 million. Current available aggregate capacity is in excess of $65,000,000. At the request of Vortex Companiess, LLC, we would provide performance and payment bonds through Harco National Insurance Company, subject to review and acceptance of the contract term, bond forms, evidence of adequate financing (if so deemed necessary) and all other usual and customary underwriting criteria employed by any surety.

You understand, of course, that any arrangement for final bonds is a matter between our surety partners and Vortex Companies, LLC, and that our surety partners assume no liability to you or to third parties, if, for any reason, we do not execute a final bond or bonds on this project. Our experience with Vortex Companies, LLC and their management team has been nothing but excellent and we highly recommend them for consideration on the referenced project.

Should you require further information regarding this company, please feel free to contact me at (713) 458-5407.

Sincerely,

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Aaron P. Clark
Vice President, Lockton Companies
Attorney-In-Fact, Harco National Insurance Company

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

TIMOTHY F. KELLY, AARON P. CLARK, TERESA D. KELLY, FLORENCE MCCLELLAN, CRAIG C. PAYNE, RACHEL RICHARDSON, LAURA KNEITZ, ROBERT F. BOBO

Houston, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 4-16-2024 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 10, 2023

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

A00717

Irene Martins, Assistant Secretary

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Vortex Companies Services: https://www.vortexcompanies.com/services/

Vortex Companies Products: https://www.vortexcompanies.com/products/

TIPS 231102 Pipe Bursting (Part 1)	VORTEX COMPANIES LLC

TIPS PRICING FORM 2 (Part 1) - SERVICE PRICING

Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to services proposed with the exception of vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this Part 1 contract, Vendor may type "N/A" on this form and submit. If Vendor desires to offer services under this Part 1 TIPS Contract, the "Catalog Pricing" for those services must either be listed within this form as instructed, otherwise included within Vendor's Part 1 proposal, or properly added during the life of the awarded Part 1 contract. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 (Part 1 Only) directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.").

Providing Service "Catalog Pricing" through Pricing Form 2 Line-Item Pricing

If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so below in this Pricing Form 2. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and "catalog price" of the service. Please note that if you are awarded after submitting your service pricing on this form, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed. If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note below directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.") Please note that if you are awarded after submitting your service pricing through other documents/links/files, you will be able to update the pricing and add/remove services within this category as

SECTION	PART #	ITEM DESCRIPTION	UNITS	LIST PRICE	% Discount (*Greater than Minimum Discount offered in Attribute Except in Limited Circumstances. See Attribute.*)	TIPS Price - Not to Exceed
Section I: CIPP UV Cured Products						
I	**1**	**UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items**				
I	**1A**	**UV Light Cured CIPP:**				
	I.1A.001	6" X 2.8mm - CIPP UV Cure	LF	$112.20	10.00%	$102.00
	I.1A.002	8 X 2.8mm - CIPP UV Cure	LF	$97.90	10.00%	$89.00
	I.1A.003	10 X 2.8mm - CIPP UV Cure	LF	$119.90	10.00%	$109.00
	I.1A.004	12" X 2.8mm - CIPP UV Cure	LF	$130.90	10.00%	$119.00
	I.1A.005	15" X 3.5mm - CIPP UV Cure	LF	$137.50	10.00%	$125.00
	I.1A.006	18" X 4.2mm - CIPP UV Cure	LF	$180.40	10.00%	$164.00
	I.1A.007	21" X 4.9mm - CIPP UV Cure	LF	$231.00	10.00%	$210.00
	I.1A.008	24" x 5.6mm - CIPP UV Cure	LF	$289.30	10.00%	$263.00
	I.1A.009	27" x 5.6mm - CIPP UV Cure	LF	$378.40	10.00%	$344.00
	I.1A.010	30" x 5.6mm - CIPP UV Cure	LF	$412.50	10.00%	$375.00
	I.1A.011	33" x 5.6mm - CIPP UV Cure	LF	$467.50	10.00%	$425.00
	I.1A.012	36" x 5.6mm - CIPP UV Cure	LF	$522.50	10.00%	$475.00
	I.1A.013	42" x 8.4mm - CIPP UV Cure	LF	$805.20	10.00%	$732.00
	I.1A.014	48" x 8.4mm - CIPP UV Cure	LF	$928.40	10.00%	$844.00
	I.1A.015	54" x 10.8mm - CIPP UV Cure	LF	$1,340.90	10.00%	$1,219.00
	I.1A.016	60" x 12mm - CIPP UV Cure	LF	$1,719.30	10.00%	$1,563.00
	I.1A.017	66" x 13.5mm - CIPP UV Cure	LF	$1,994.30	10.00%	$1,813.00
	I.1A.018	72" x 15mm - CIPP UV Cure	LF	$2,406.80	10.00%	$2,188.00
	I.1A.019	CIPP UV Cure - 6" Pipe Segmental Patches	EA	$8,250.00	10.00%	$7,500.00
	I.1A.020	CIPP UV Cure - 8-12" Pipe Segmental Patches	EA	$9,281.80	10.00%	$8,438.00
	I.1A.021	CIPP UV Cure - 13-18" Pipe Segmental Patches	EA	$15,469.30	10.00%	$14,063.00
	I.1A.022	CIPP UV Cure - 19-24" Pipe Segmental Patches	EA	$18,219.30	10.00%	$16,563.00
	I.1A.023	CIPP UV Cure - 25-36" Pipe Segmental Patches	EA	$24,062.50	10.00%	$21,875.00
	I.1A.024	6" & 8" Additional 1.5mm - CIPP UV Cure	LF	$5.50	10.00%	$5.00
	I.1A.025	10" & 12" Additional 1.5mm - CIPP UV Cure	LF	$8.80	10.00%	$8.00
	I.1A.026	15" & 18" Additional 1.5mm - CIPP UV Cure	LF	$25.30	10.00%	$23.00
	I.1A.027	21" & 24" Additional 1.5mm - CIPP UV Cure	LF	$41.80	10.00%	$38.00
	I.1A.028	27" Additional 1.5mm - CIPP UV Cure	LF	$48.40	10.00%	$44.00
	I.1A.029	30" Additional 1.5mm - CIPP UV Cure	LF	$57.20	10.00%	$52.00
	I.1A.030	33" Additional 1.5mm - CIPP UV Cure	LF	$63.80	10.00%	$58.00
	I.1A.031	36" Additional 1.5mm - CIPP UV Cure	LF	$71.50	10.00%	$65.00
	I.1A.032	42" Additional 1.5mm - CIPP UV Cure	LF	$80.30	10.00%	$73.00
	I.1A.033	48" Additional 1.5mm - CIPP UV Cure	LF	$95.70	10.00%	$87.00
	I.1A.034	54" Additional 1.5mm - CIPP UV Cure	LF	$112.20	10.00%	$102.00
	I.1A.035	60" Additional 1.5mm - CIPP UV Cure	LF	$129.80	10.00%	$118.00
	I.1A.036	66" Additional 1.5mm - CIPP UV Cure	LF	$158.40	10.00%	$144.00
	I.1A.037	72" Additional 1.5mm - CIPP UV Cure	LF	$200.20	10.00%	$182.00
	I.1A.038	6" & 8" Additional .7mm - CIPP UV Cure	LF	$7.70	10.00%	$7.00
	I.1A.039	10" & 12" Additional .7mm - CIPP UV Cure	LF	$12.10	10.00%	$11.00
	I.1A.040	15" Additional .7mm - CIPP UV Cure	LF	$16.50	10.00%	$15.00
	I.1A.041	18" Additional .7mm - CIPP UV Cure	LF	$17.60	10.00%	$16.00
	I.1A.042	21" Additional .7mm - CIPP UV Cure	LF	$20.90	10.00%	$19.00
	I.1A.043	24" Additional .7mm - CIPP UV Cure	LF	$24.20	10.00%	$22.00
	I.1A.044	27" Additional .7mm - CIPP UV Cure	LF	$26.40	10.00%	$24.00
	I.1A.045	30" Additional .7mm - CIPP UV Cure	LF	$29.70	10.00%	$27.00
	I.1A.046	33" Additional .7mm - CIPP UV Cure	LF	$31.90	10.00%	$29.00
	I.1A.047	36" Additional .7mm - CIPP UV Cure	LF	$35.20	10.00%	$32.00
	I.1A.048	42" Additional .7mm - CIPP UV Cure	LF	$50.60	10.00%	$46.00
	I.1A.049	48" Additional .7mm - CIPP UV Cure	LF	$72.60	10.00%	$66.00
	I.1A.050	54" Additional .7mm - CIPP UV Cure	LF	$96.80	10.00%	$88.00
	I.1A.051	60" Additional .7mm - CIPP UV Cure	LF	$117.70	10.00%	$107.00

	I.1A.052	66" Additional .7mm - CIPP UV Cure	LF	$137.50	10.00%	$125.00
	I.1A.053	72" Additional .7mm - CIPP UV Cure	LF	$158.40	10.00%	$144.00
I	1B	**Steam / Water Cured CIPP:**				
	I.1B.001	6" x 4.5mm - CIPP Steam / Water Cure	LF	$75.90	10.00%	$69.00
	I.1B.002	8" x 6.0mm - CIPP Steam / Water Cure	LF	$69.30	10.00%	$63.00
	I.1B.003	10" x 6.0mm - CIPP Steam / Water Cure	LF	$82.50	10.00%	$75.00
	I.1B.004	12" x 6.0mm - CIPP Steam / Water Cure	LF	$103.40	10.00%	$94.00
	I.1B.005	15" x 7.5mm - CIPP Steam / Water Cure	LF	$130.90	10.00%	$119.00
	I.1B.006	18" x 9.0mm - CIPP Steam / Water Cure	LF	$158.40	10.00%	$144.00
	I.1B.007	21" x 9.0mm - CIPP Steam / Water Cure	LF	$200.20	10.00%	$182.00
	I.1B.008	24" x 10.5mm - CIPP Steam / Water Cure	LF	$247.50	10.00%	$225.00
	I.1B.009	27" x 10.5mm - CIPP Steam / Water Cure	LF	$289.30	10.00%	$263.00
	I.1B.010	30" x 12.0mm - CIPP Steam / Water Cure	LF	$350.90	10.00%	$319.00
	I.1B.011	33" x 12.0mm - CIPP Steam / Water Cure	LF	$392.70	10.00%	$357.00
	I.1B.012	36" x 12.0mm - CIPP Steam / Water Cure	LF	$460.90	10.00%	$419.00
	I.1B.013	42" x 13.5mm - CIPP Steam / Water Cure	LF	$536.80	10.00%	$488.00
	I.1B.014	48" x 15.0mm - CIPP Steam / Water Cure	LF	$756.80	10.00%	$688.00
	I.1B.015	54" x 18.0mm - CIPP Steam / Water Cure	LF	$1,076.90	10.00%	$979.00
	I.1B.016	60" x 22.5mm - CIPP Steam / Water Cure	LF	$1,411.30	10.00%	$1,283.00
	I.1B.017	66" x 25mm - CIPP Steam / Water Cure	LF	$1,856.80	10.00%	$1,688.00
	I.1B.018	72" x 28mm - CIPP Steam / Water Cure	LF	$2,200.00	10.00%	$2,000.00
	I.1B.019	6" & 8" Additional 1.5mm - CIPP Steam / Water Cure	LF	$5.50	10.00%	$5.00
	I.1B.020	10" & 12" Additional 1.5mm - CIPP Steam / Water Cure	LF	$7.70	10.00%	$7.00
	I.1B.021	15" & 18" Additional 1.5mm - CIPP Steam / Water Cure	LF	$19.80	10.00%	$18.00
	I.1B.022	21" & 24" Additional 1.5mm - CIPP Steam / Water Cure	LF	$31.90	10.00%	$29.00
	I.1B.023	27" Additional 1.5mm - CIPP Steam / Water Cure	LF	$37.40	10.00%	$34.00
	I.1B.024	30" Additional 1.5mm - CIPP Steam / Water Cure	LF	$46.20	10.00%	$42.00
	I.1B.025	33" Additional 1.5mm - CIPP Steam / Water Cure	LF	$51.70	10.00%	$47.00
	I.1B.026	36" Additional 1.5mm - CIPP Steam / Water Cure	LF	$58.30	10.00%	$53.00
	I.1B.027	42" Additional 1.5mm - CIPP Steam / Water Cure	LF	$63.80	10.00%	$58.00
	I.1B.028	48" Additional 1.5mm - CIPP Steam / Water Cure	LF	$77.00	10.00%	$70.00
	I.1B.029	54" Additional 1.5mm - CIPP Steam / Water Cure	LF	$90.20	10.00%	$82.00
	I.1B.030	60" Additional 1.5mm - CIPP Steam / Water Cure	LF	$103.40	10.00%	$94.00
	I.1B.031	66" Additional 1.5mm - CIPP Steam / Water Cure	LF	$117.70	10.00%	$107.00
	I.1B.032	72" Additional 1.5mm - CIPP Steam / Water Cure	LF	$130.90	10.00%	$119.00
I	1C	**Additional CIPP Items:**				
	I.1C.001	Robotically Reinstated Internal reconnects on all CIPP	EA	$550.00	10.00%	$500.00
	I.1C.002	Trim Protruding Services	EA	$742.50	10.00%	$675.00
	I.1C.003	6"-12" CIPP Set-up Charge	LF	$49.50	10.00%	$45.00
	I.1C.004	6" - 12" CIPP Setup Charge (< 300 LF)	EA	$1,375.00	10.00%	$1,250.00
	I.1C.005	15"-18" CIPP Set-up Charge	LF	$55.00	10.00%	$50.00
	I.1C.006	15" - 21" CIPP Setup Charge (< 300 LF)	EA	$2,062.50	10.00%	$1,875.00
	I.1C.007	21"-24" CIPP Set-up Charge	LF	$57.75	10.00%	$52.50
	I.1C.008	24" - 36" CIPP Setup Charge (< 300 LF)	EA	$2,750.00	10.00%	$2,500.00
	I.1C.009	27"-36" CIPP Set-up Charge	LF	$66.00	10.00%	$60.00
	I.1C.010	36" or Larger CIPP Setup Charge (< 300 LF)	EA	$5,500.00	10.00%	$5,000.00
	I.1C.011	42"-48" CIPP Set-up Charge	LF	$74.80	10.00%	$68.00
	I.1C.012	42-48" or Larger CIPP Setup Charge (< 300 LF)	EA	$8,250.00	10.00%	$7,500.00
	I.1C.013	54-60" CIPP Set-up Charge	LF	$77.00	10.00%	$70.00
	I.1C.014	54-60" or Larger CIPP Setup Charge (< 300 LF)	EA	$13,200.00	10.00%	$12,000.00
	I.1C.015	66-72" CIPP Set-up Charge	LF	$104.50	10.00%	$95.00
	I.1C.016	66-72" or Larger CIPP Setup Charge (< 300 LF)	EA	$19,800.00	10.00%	$18,000.00
	I.1C.017	Backyard Easement Setup (6" - 10")	EA	$3,437.50	10.00%	$3,125.00
	I.1C.018	Backyard Easement Setup (12" - 18")	EA	$4,812.50	10.00%	$4,375.00
	I.1C.019	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	$6.88	10.00%	$6.25
	I.1C.020	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	$13.75	10.00%	$12.50
	I.1C.021	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	$20.63	10.00%	$18.75
	I.1C.022	Over the hole set up	EA	$165,000.00	10.00%	$150,000.00
	I.1C.023	Over the hole set up weekly Rental	WK	$82,500.00	10.00%	$75,000.00
I	1D	**CIPP Sectional Liners**				
	I.1D.001	Internal Pipe Point Repair with CIPP, 6" - 8" Diameter, minimum thickness (includes up to 5')	EA	$6,875.00	10.00%	$6,250.00
	I.1D.002	Internal Pipe Point Repair with CIPP, 10" Diameter, minimum thickness (includes up to 5')	EA	$8,937.50	10.00%	$8,125.00
	I.1D.003	Internal Pipe Point Repair with CIPP, 12" Diameter, minimum thickness (includes up to 5')	EA	$9,625.00	10.00%	$8,750.00
	I.1D.004	Internal Pipe Point Repair with CIPP, 15" Diameter, minimum thickness (includes up to 5')	EA	$10,312.50	10.00%	$9,375.00
	I.1D.005	Internal Pipe Point Repair with CIPP, 18" Diameter, minimum thickness (includes up to 5')	EA	$13,062.50	10.00%	$11,875.00
	I.1D.006	Internal Pipe Point Repair with CIPP, 20" - 24" Diameter, minimum thickness (includes up to 4')	EA	$15,125.00	10.00%	$13,750.00
	I.1D.007	IPR - Additional Footage 6"-8"	LF	$412.50	10.00%	$375.00
	I.1D.008	IPR - Additional Footage 10"	LF	$550.00	10.00%	$500.00
	I.1D.009	IPR - Additional Footage 12"	LF	$687.50	10.00%	$625.00
	I.1D.010	IPR - Additional Footage 15"	LF	$825.00	10.00%	$750.00
	I.1D.011	IPR - Additional Footage 18"	LF	$962.50	10.00%	$875.00
	I.1D.012	IPR - Additional Footage 20" - 24"	LF	$1,237.50	10.00%	$1,125.00
I	2	**Pipe Bursting Rehabilitation and Related Items**				
I	2A	**Pipe Bursting Sewer Lines:**				

	I.2A.001	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	$111.38	10.00%	$101.25
	I.2A.002	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	$126.23	10.00%	$114.75
	I.2A.003	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	$163.35	10.00%	$148.50
	I.2A.004	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	$126.23	10.00%	$114.75
	I.2A.005	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	$148.50	10.00%	$135.00
	I.2A.006	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	$170.78	10.00%	$155.25
	I.2A.007	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	$133.65	10.00%	$121.50
	I.2A.008	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	$170.78	10.00%	$155.25
	I.2A.009	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	$193.05	10.00%	$175.50
	I.2A.010	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	$163.35	10.00%	$148.50
	I.2A.011	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	$185.63	10.00%	$168.75
	I.2A.012	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	$207.90	10.00%	$189.00
	I.2A.013	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	$267.30	10.00%	$243.00
	I.2A.014	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	$297.00	10.00%	$270.00
	I.2A.015	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	$363.83	10.00%	$330.75
	I.2A.016	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	$334.13	10.00%	$303.75
	I.2A.017	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	$386.10	10.00%	$351.00
	I.2A.018	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	$445.50	10.00%	$405.00
	I.2A.019	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	$386.10	10.00%	$351.00
	I.2A.020	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	$475.20	10.00%	$432.00
	I.2A.021	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	$534.60	10.00%	$486.00
	I.2A.022	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	$445.50	10.00%	$405.00
	I.2A.023	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	$534.60	10.00%	$486.00
	I.2A.024	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	$594.00	10.00%	$540.00
	I.2A.025	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	$631.13	10.00%	$573.75
	I.2A.026	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	$742.50	10.00%	$675.00
	I.2A.027	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	$965.25	10.00%	$877.50
	I.2A.028	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	$742.50	10.00%	$675.00
	I.2A.029	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	$891.00	10.00%	$810.00
	I.2A.030	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	$1,188.00	10.00%	$1,080.00
	I.2A.031	8" - 12" Pipeburst Setup Charge	EA	$14,850.00	10.00%	$13,500.00
	I.2A.032	16" - 22" Pipeburst Setup Charge	EA	$22,275.00	10.00%	$20,250.00
	I.2A.033	24" or Larger Pipeburst Setup Charge	EA	$37,125.00	10.00%	$33,750.00
	I.2A.034	Over 16' deep premium	LF	$297.00	10.00%	$270.00
	I.2A.035	Cutting or Removing Existing Liner	LF	$222.75	10.00%	$202.50
I	**2B**	**Pipe Bursting Water Lines:**				
	I.2B.001	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$103.95	10.00%	$94.50
	I.2B.002	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$141.08	10.00%	$128.25
	I.2B.003	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$170.78	10.00%	$155.25
	I.2B.004	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$193.05	10.00%	$175.50
	I.2B.005	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$207.90	10.00%	$189.00
	I.2B.006	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$230.18	10.00%	$209.25
	I.2B.007	6" Flow Stop	EA	$9,949.50	10.00%	$9,045.00
	I.2B.008	8" Flow Stop	EA	$12,474.00	10.00%	$11,340.00
	I.2B.009	10" Flow Stop	EA	$14,404.50	10.00%	$13,095.00
	I.2B.010	12" Flow Stop	EA	$16,780.50	10.00%	$15,255.00
	I.2B.011	3/4" Service Tap, Install on 4"-8" Waterline	EA	$1,633.50	10.00%	$1,485.00
	I.2B.012	1" Service Tap, Install on 4"-8" Waterline	EA	$1,782.00	10.00%	$1,620.00
	I.2B.013	1.5" Service Tap, Install on 4"-8" Waterline	EA	$2,376.00	10.00%	$2,160.00
	I.2B.014	2" Service Tap, Install on 4"-8" Waterline	EA	$3,564.00	10.00%	$3,240.00
	I.2B.015	3/4" Service Tap, Install on 10"-12" Waterline	EA	$1,633.50	10.00%	$1,485.00
	I.2B.016	1" Service Tap, Install on 10"-12" Waterline	EA	$1,782.00	10.00%	$1,620.00
	I.2B.017	1.5" Service Tap, Install on 10"-12" Waterline	EA	$2,376.00	10.00%	$2,160.00
	I.2B.018	2" Service Tap, Install on 10"-12" Waterline	EA	$3,712.50	10.00%	$3,375.00
	I.2B.019	Install 4"-8" tee, to any size	EA	$6,088.50	10.00%	$5,535.00
	I.2B.020	Install 10"-12" tee, to any size	EA	$8,464.50	10.00%	$7,695.00
	I.2B.021	Install 4"-8" mechanical joint wet connection, to any size	EA	$4,603.50	10.00%	$4,185.00
	I.2B.022	Install 10"-12" wet connection, to any size	EA	$10,543.50	10.00%	$9,585.00
	I.2B.023	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	$668.25	10.00%	$607.50
	I.2B.024	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	$1,002.38	10.00%	$911.25
	I.2B.025	Annual and void space grouting	CY	$297.00	10.00%	$270.00
	I.2B.026	Install 1" Corporation Stop with Valve Box	EA	$742.50	10.00%	$675.00
	I.2B.027	Install 2" Corporation Stop with Valve Box	EA	$1,299.38	10.00%	$1,181.25
	I.2B.028	Install 4" gate valve & box	EA	$1,113.75	10.00%	$1,012.50
	I.2B.029	Install 6" gate valve & box	EA	$1,485.00	10.00%	$1,350.00
	I.2B.030	Install 8" gate valve & box	EA	$2,227.50	10.00%	$2,025.00
	I.2B.031	Install 12" gate valve & box	EA	$4,083.75	10.00%	$3,712.50
	I.2B.032	Install 8"x2" service saddle	EA	$1,670.63	10.00%	$1,518.75
	I.2B.033	Install 12"x1" service saddle	EA	$2,227.50	10.00%	$2,025.00
	I.2B.034	Install 12"x2" service saddle	EA	$2,413.13	10.00%	$2,193.75
	I.2B.035	Connect new 1" water line w/existing 1" water line	EA	$556.88	10.00%	$506.25
	I.2B.036	Connect new 2" water line w/existing 2" water line	EA	$928.13	10.00%	$843.75
	I.2B.037	Connect new 4" water line w/existing 4" water line	EA	$1,113.75	10.00%	$1,012.50
	I.2B.038	Connect new 6" water line w/existing 6" water line	EA	$1,299.38	10.00%	$1,181.25

	I.2B.039	Connect new 8" water line w/existing 8" water line	EA	$1,485.00	10.00%	$1,350.00
	I.2B.040	Connect new 12" water line w/existing 12" water line	EA	$1,856.25	10.00%	$1,687.50
	I.2B.041	Install 3/4 inch service connections	EA	$1,039.50	10.00%	$945.00
	I.2B.042	Remove and dispose of existing fire hydrant	EA	$928.13	10.00%	$843.75
	I.2B.043	Salvage existing fire hydrant and re-install in new location	EA	$4,826.25	10.00%	$4,387.50
	I.2B.044	Repair pavement with cold mix asphalt	TO	$445.50	10.00%	$405.00
	I.2B.045	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	$1,188.00	10.00%	$1,080.00
	I.2B.046	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	$1,262.25	10.00%	$1,147.50
	I.2B.047	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	EA	$8,167.50	10.00%	$7,425.00
I	**3**	**Structure (Manhole) Rehabilitation, Corrosion Protection, and Related Items**				
I	**3A**	**Manhole / Structure Rehab:**				
	I.3A.001	Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland cementitious liner	VF	$481.25	10.00%	$437.50
	I.3A.002	Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland cementitious liner	VF	$550.00	10.00%	$500.00
	I.3A.003	Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland cementitious liner	VF	$618.75	10.00%	$562.50
	I.3A.004	Rehabilitation - each additional 1/2-inch Portland cementitious liner	SF	$34.38	10.00%	$31.25
	I.3A.005	Rehabilitation - 1-inch Portland cementitious liner	SF	$48.13	10.00%	$43.75
	I.3A.006	Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$550.00	10.00%	$500.00
	I.3A.007	Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$618.75	10.00%	$562.50
	I.3A.008	Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$687.50	10.00%	$625.00
	I.3A.009	Rehabilitation - each additional 1/2-inch Calcium Aluminate liner	SF	$41.25	10.00%	$37.50
	I.3A.010	Rehabilitation - 1-inch Calcium Aluminate liner	SF	$55.00	10.00%	$50.00
	I.3A.011	Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	$618.75	10.00%	$562.50
	I.3A.012	Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	$687.50	10.00%	$625.00
	I.3A.013	Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	$756.25	10.00%	$687.50
	I.3A.014	Rehabilitation - each additional 1/2-inch Geopolymer liner	SF	$48.13	10.00%	$43.75
	I.3A.015	Rehabilitation - 1-inch Geopolymer liner	SF	$61.88	10.00%	$56.25
	I.3A.016	Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$756.25	10.00%	$687.50
	I.3A.017	Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$893.75	10.00%	$812.50
	I.3A.018	Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$1,031.25	10.00%	$937.50
	I.3A.019	Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SF	$116.88	10.00%	$106.25
	I.3A.020	Rehabilitation (Standard 4-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$1,031.25	10.00%	$937.50
	I.3A.021	Rehabilitation (Standard 5-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$1,168.75	10.00%	$1,062.50
	I.3A.022	Rehabilitation (Standard 6-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$1,306.25	10.00%	$1,187.50
	I.3A.023	Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SF	$240.63	10.00%	$218.75
	I.3A.024	Rebuild Bench and Invert	EA	$1,375.00	10.00%	$1,250.00
	I.3A.025	Invert Installation, 4' Dia.	EACH	$2,406.25	10.00%	$2,187.50
	I.3A.026	Invert Installation, 5' Dia.	EACH	$2,578.13	10.00%	$2,343.75
	I.3A.027	Invert Installation, 6' Dia.	EACH	$2,921.88	10.00%	$2,656.25
	I.3A.028	Invert Installation, Other Configurations	SF	$4,296.88	10.00%	$3,906.25
	I.3A.029	All Sizes Installation of Manhole Chimney Seal	EA	$962.50	10.00%	$875.00
	I.3A.030	Vacuum Test Manhole (12" mainline or smaller)	EA	$893.75	10.00%	$812.50
	I.3A.031	Holiday Test Manhole (Epoxy Only)	EA	$893.75	10.00%	$812.50
	I.3A.032	New manhole frame and cover - 24"	EA	$3,437.50	10.00%	$3,125.00
	I.3A.033	New manhole frame and cover - 32"	EA	$4,812.50	10.00%	$4,375.00
	I.3A.034	Locate and Expose Buried Manhole, Street	EA	$1,375.00	10.00%	$1,250.00
	I.3A.035	Locate and Expose Buried Manhole, Non-Street	EA	$1,031.25	10.00%	$937.50
	I.3A.036	Adjust manhole frame and cover up to 1 Ft	EA	$1,718.75	10.00%	$1,562.50
	I.3A.037	Adjust manhole frame and cover over 1 Ft	VF	$2,062.50	10.00%	$1,875.00
	I.3A.038	Raise manhole frame and cover in Asphalt /Concrete	EA	$3,437.50	10.00%	$3,125.00
	I.3A.039	Raise manhole frame and cover in Grass	EA	$2,750.00	10.00%	$2,500.00
	I.3A.040	Replace manhole frame and cover in Asphalt /Concrete	EA	$5,500.00	10.00%	$5,000.00
	I.3A.041	Replace manhole frame and cover in Grass	EA	$4,125.00	10.00%	$3,750.00
	I.3A.042	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 24"	EA	$6,187.50	10.00%	$5,625.00
	I.3A.043	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 32"	EA	$8,937.50	10.00%	$8,125.00
	I.3A.044	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	$27,500.00	10.00%	$25,000.00
	I.3A.045	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	$2,750.00	10.00%	$2,500.00
	I.3A.046	All Sizes Installation of poured in place structure	SF	$275.00	10.00%	$250.00
	I.3A.047	All Sizes Set-up for install of poured in place MH structure or FRP	LS	$6,875.00	10.00%	$6,250.00
I	**4**	**Bypass for Gravity Pipelines and Related Items**				
I	**4A**	**Dewatering / Bypass Pumping Gravity Pipes:**				
	I.4A.001	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	$3,520.00	10.00%	$3,200.00
	I.4A.002	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	$7,150.00	10.00%	$6,500.00
	I.4A.003	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	$16,500.00	10.00%	$15,000.00
	I.4A.004	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	$27,500.00	10.00%	$25,000.00
	I.4A.005	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	$38,500.00	10.00%	$35,000.00
	I.4A.006	Set Up Additional Length 4" Bypass Discharge Line over 1000 feet	LF	$44.00	10.00%	$40.00
	I.4A.007	Set Up Additional Length 6" Bypass Discharge Line over 1000 feet	LF	$49.50	10.00%	$45.00
	I.4A.008	Set Up Additional Length 8" Bypass Discharge Line over 1000 feet	LF	$55.00	10.00%	$50.00
	I.4A.009	Set Up Additional Length 10" Bypass Discharge Line over 1000 feet	LF	$71.50	10.00%	$65.00
	I.4A.010	Set Up Additional Length 12" Bypass Discharge Line over 1000 feet	LF	$126.50	10.00%	$115.00
	I.4A.011	Set Up Additional Length 18" Bypass Discharge Line over 1000 feet	LF	$187.00	10.00%	$170.00
	I.4A.032	Tear down 4" pump and piping including 1000 feet of bypass discharge line	EA	$3,300.00	10.00%	$3,000.00
	I.4A.033	Tear down 6" pump and piping including 1000 feet of bypass discharge line	EA	$4,950.00	10.00%	$4,500.00
	I.4A.034	Tear down 8" pump and piping including 1000 feet of bypass discharge line	EA	$7,150.00	10.00%	$6,500.00

	I.4A.035	Tear down 12" pump and piping including 1000 feet of bypass discharge line	EA	$9,350.00	10.00%	$8,500.00
	I.4A.036	Tear down 18" pump and piping including 1000 feet of bypass discharge line	EA	$11,550.00	10.00%	$10,500.00
	I.4A.037	Tear Down Additional Length 4" Bypass Discharge Line over 1000 feet	LF	$44.00	10.00%	$40.00
	I.4A.038	Tear Down Additional Length 6" Bypass Discharge Line over 1000 feet	LF	$49.50	10.00%	$45.00
	I.4A.039	Tear Down Additional Length 8" Bypass Discharge Line over 1000 feet	LF	$55.00	10.00%	$50.00
	I.4A.040	Tear Down Additional Length 10" Bypass Discharge Line over 1000 feet	LF	$71.50	10.00%	$65.00
	I.4A.041	Tear Down Additional Length 12" Bypass Discharge Line over 1000 feet	LF	$126.50	10.00%	$115.00
	I.4A.042	Tear Down Additional Length 18" Bypass Discharge Line over 1000 feet	LF	$187.00	10.00%	$170.00
	I.4A.043	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DY	$4,125.00	10.00%	$3,750.00
	I.4A.050	Bypass - Street Ramp (Setup, Operate, Maintain)	DY	$4,125.00	10.00%	$3,750.00
	I.4A.051	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	$165.00	10.00%	$150.00
	I.4A.052	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	$275.00	10.00%	$250.00
	I.4A.053	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	$385.00	10.00%	$350.00
	I.4A.087	PUMP WATCH (each 12 Hour Shift)	EA	$3,300.00	10.00%	$3,000.00
	I.4A.088	HYDROSTATIC TESTING OF PIPING	HR	$550.00	10.00%	$500.00
	I.4A.089	24 HOUR SYSTEM TEST	HR	$550.00	10.00%	$500.00
	I.4A.090	SWPPP	EA	$7,150.00	10.00%	$6,500.00
I	**4B**	**Dams / Plugs / Divers:**				
	I.4B.011	Installation and Removal of Coffer Dam	EA	$11,000.00	10.00%	$10,000.00
	I.4B.012	Installation and Removal of Aqua Barrier	EA	$22,000.00	10.00%	$20,000.00
	I.4B.014	Installation and Removal of Plugs 6" - 18"	EA	$1,650.00	10.00%	$1,500.00
	I.4B.015	Installation and Removal of Plugs 24"-48"	EA	$2,750.00	10.00%	$2,500.00
	I.4B.016	Installation and Removal of Plugs 48" and Greater	EA	$5,500.00	10.00%	$5,000.00
	I.4B.017	Installation and Removal of Earthen Dam	EA	$55,000.00	10.00%	$50,000.00
	I.4B.018	Installation and Removal of Sheet Piling	LF	$825.00	10.00%	$750.00
	I.4B.019	Installation and Removal of Dewatering Box	EA	$27,500.00	10.00%	$25,000.00
	I.4B.020	Diver - Mobilization Over 100 Miles	EA	$2,062.50	10.00%	$1,875.00
	I.4B.021	Diver - Pipe Cleaning / Dredging To Install Plug	HR	$343.75	10.00%	$312.50
	I.4B.022	Diver - Installation 1st Plug-60inch And Smaller (removal Same As Install)	EA	$2,062.50	10.00%	$1,875.00
	I.4B.023	Diver - Installation 5 Or More Plugs Same Day (day Rate) (removal Same As Install)	EA	$4,125.00	10.00%	$3,750.00
	I.4B.024	Diver - Install Additional Plugs On Same Mob (removal Same As Install)	EA	$1,650.00	10.00%	$1,500.00
	I.4B.025	Diver - Installation Plug 60 Inch And Greater (removal Same As Install)	EA	$2,750.00	10.00%	$2,500.00
	I.4B.026	Diver - Day Rate For Dive Team, Underwater Power Tools & Video (day Rate)	EA	$4,125.00	10.00%	$3,750.00
I	**5**	**Clean / TV and Evaluation for Gravity Pipelines and Related Items**				
I	**5A**	**Clean & CCTV:**				
	I.5A.001	Clean & CCTV Sewer - 6"	LF	$14.30	10.00%	$13.00
	I.5A.002	Clean & CCTV Sewer - 8"	LF	$14.30	10.00%	$13.00
	I.5A.003	Clean & CCTV Sewer - 10"	LF	$16.50	10.00%	$15.00
	I.5A.004	Clean & CCTV Sewer - 12"	LF	$18.70	10.00%	$17.00
	I.5A.005	Clean & CCTV Sewer - 15"	LF	$20.90	10.00%	$19.00
	I.5A.006	Clean & CCTV Sewer - 18"	LF	$22.00	10.00%	$20.00
	I.5A.007	Clean & CCTV Sewer - 21"	LF	$24.20	10.00%	$22.00
	I.5A.008	Clean & CCTV Sewer - 24"	LF	$26.40	10.00%	$24.00
	I.5A.009	Clean & CCTV Sewer - 27"	LF	$28.60	10.00%	$26.00
	I.5A.010	Clean & CCTV Sewer - 30"	LF	$30.80	10.00%	$28.00
	I.5A.011	Clean & CCTV Sewer - 33"	LF	$33.00	10.00%	$30.00
	I.5A.012	Clean & CCTV Sewer - 36"	LF	$36.30	10.00%	$33.00
	I.5A.013	Clean & CCTV Sewer - 42"	LF	$38.50	10.00%	$35.00
	I.5A.014	Clean & CCTV Sewer - 48"	LF	$40.70	10.00%	$37.00
	I.5A.015	Clean & CCTV Sewer - 54"	LF	$49.50	10.00%	$45.00
	I.5A.016	Clean & CCTV Sewer - 60"	LF	$60.50	10.00%	$55.00
	I.5A.017	Clean & CCTV Sewer - 66"	LF	$71.50	10.00%	$65.00
	I.5A.018	Clean & CCTV Sewer - 72"	LF	$82.50	10.00%	$75.00
	I.5A.019	Clean & CCTV Sewer - 78"	LF	$104.50	10.00%	$95.00
	I.5A.020	Clean & CCTV Sewer - 84"	LF	$115.50	10.00%	$105.00
	I.5A.021	Clean & CCTV Sewer - 90"	LF	$126.50	10.00%	$115.00
	I.5A.022	Clean & CCTV Sewer - 96"	LF	$132.00	10.00%	$120.00
	I.5A.023	Clean & CCTV Sewer - 102"	LF	$137.50	10.00%	$125.00
	I.5A.024	Clean & CCTV Sewer - 108"	LF	$143.00	10.00%	$130.00
	I.5A.025	Clean & CCTV Sewer - 114"	LF	$148.50	10.00%	$135.00
	I.5A.026	Clean & CCTV Sewer > 114"	LF	$159.50	10.00%	$145.00
	I.5A.027	Clean / Debris Removal per CY	CY	$275.00	10.00%	$250.00
	I.5A.028	Heavy Clean & CCTV	HR	$1,045.00	10.00%	$950.00
	I.5A.029	6" - 12" Post TV Inspection After Rehabilitation	LF	$7.70	10.00%	$7.00
	I.5A.030	14" - 20" Post TV Inspection After Rehabilitation	LF	$9.90	10.00%	$9.00
	I.5A.031	21" - 36" Post TV Inspection After Rehabilitation	LF	$12.10	10.00%	$11.00
	I.5A.032	37"- 42" Post TV Inspection After Rehabilitation	LF	$16.50	10.00%	$15.00
	I.5A.033	43"- 48" Post TV Inspection After Rehabilitation	LF	$30.25	10.00%	$27.50
	I.5A.034	49"- 54" Post TV Inspection After Rehabilitation	LF	$44.00	10.00%	$40.00
	I.5A.035	55"- 60" Post TV Inspection After Rehabilitation	LF	$57.42	10.00%	$52.20
	I.5A.036	61"- 72" Post TV Inspection After Rehabilitation	LF	$71.50	10.00%	$65.00
	I.5A.037	73" or Larger Post TV Inspection After Rehabilitation	LF	$85.25	10.00%	$77.50
	I.5A.038	Sewer, Internal Pipe Inspection Push Camera	LF	$55.00	10.00%	$50.00
	I.5A.039	Sonar/TISCIT Survey >18" - 24" Diameter Pipe	LF	$26.40	10.00%	$24.00

	I.5A.040	Sonar/TISCIT Survey > 24" - 36" Diameter Pipe	LF	$33.00	10.00%	$30.00
	I.5A.041	Sonar/TISCIT Survey > 36" Diameter Pipe	LF	$44.00	10.00%	$40.00
	I.5A.042	MSI Survey >18" - 24" Diameter Pipe	LF	$44.00	10.00%	$40.00
	I.5A.043	MSI Survey > 24" - 36" Diameter Pipe	LF	$55.00	10.00%	$50.00
	I.5A.044	MSI Survey > 36" Diameter Pipe	LF	$66.00	10.00%	$60.00
	I.5A.045	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	$5,929.00	10.00%	$5,390.00
	I.5A.046	Major Lift Station Cleaning - Additional Hours	HR	$1,482.25	10.00%	$1,347.50
	I.5A.047	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	$1,581.25	10.00%	$1,437.50
	I.5A.048	Minor Lift Station Cleaning - Additional Hours	HR	$396.00	10.00%	$360.00
	I.5A.049	Vactor Truck Services	HR	$687.50	10.00%	$625.00
	I.5A.050	CCTV Truck Services	HR	$550.00	10.00%	$500.00
	I.5A.051	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	$123.75	10.00%	$112.50
	I.5A.052	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	$481.25	10.00%	$437.50
	I.5A.053	Re-setup for TV Due to Point Repairs or Obstructions	EA	$550.00	10.00%	$500.00
	I.5A.054	Mechanical Root / Grease removal	LF	$38.50	10.00%	$35.00
	I.5A.055	Tuberculation Removal / Specialty Cleaning	LF	$110.00	10.00%	$100.00
	I.5A.056	Other Remote Obstruction removal (max. 5 lf)	EA	$935.00	10.00%	$850.00
	I.5A.057	Smoke Testing	LF	$8.80	10.00%	$8.00
	I.5A.058	Manhole Inspections	EA	$825.00	10.00%	$750.00
	I.5A.059	Manhole/Cleanout & Sewer Line Visual Inspection	EA	$253.00	10.00%	$230.00
	I.5A.060	GPS Survey of Manholes & Cleanouts	EA	$550.00	10.00%	$500.00
	I.5A.061	Heavy Debris Removal - MAN ENTRY	EA	$495.00	10.00%	$450.00
	I.5A.062	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	$687.50	10.00%	$625.00
	I.5A.063	Heavy Debris Removal - REMOTE ENTRY	LF	$1,375.00	10.00%	$1,250.00
	I.5A.064	Dyed Water Flooding/Leak Quantification & Evaluation	EA	$1,650.00	10.00%	$1,500.00
I	**6**	**Excavation and Related Items**				
I	**6A**	**Excavation and Additional Associated Items.**				
	I.6A.001	Mobilization for open cut	EA	$33,000.00	10.00%	$30,000.00
	I.6A.002	Construction Entrance/Exit, Installation and Removal	EA	$10,725.00	10.00%	$9,750.00
	I.6A.003	Construction Entrance/Exit, Install Only	EA	$7,425.00	10.00%	$6,750.00
	I.6A.004	Easement Access Road-14'Width, Install and Removal	LF	$288.75	10.00%	$262.50
	I.6A.005	Easement Access Road-14'Width, Install only	LF	$247.50	10.00%	$225.00
	I.6A.006	Temporary Creek Crossing (12" / 15" Diameter Pipes Installed)	LF	$1,072.50	10.00%	$975.00
	I.6A.007	Temporary Creek Crossing (18" / 24" Diameter Pipes Installed)	LF	$1,237.50	10.00%	$1,125.00
	I.6A.008	Temporary Creek Crossing (36" Diameter Pipes Installed)	LF	$1,567.50	10.00%	$1,425.00
	I.6A.009	Temporary Creek Crossing (42" Diameter Pipes Installed)	LF	$1,980.00	10.00%	$1,800.00
	I.6A.010	6" - 8" Point repair (max 12' deep) 5 LF	EA	$24,750.00	10.00%	$22,500.00
	I.6A.011	10" - 12" Point repair (0 - 12' deep) 5 LF	EA	$29,700.00	10.00%	$27,000.00
	I.6A.012	15" - 18" Point repair (0 - 12' deep) 5 LF	EA	$41,250.00	10.00%	$37,500.00
	I.6A.013	21" - 24" Point repair (0 - 12' deep) 5 LF	EA	$49,500.00	10.00%	$45,000.00
	I.6A.014	30" Point repair (0 - 12' deep) 5 LF	EA	$82,500.00	10.00%	$75,000.00
	I.6A.015	36" Point repair (0 - 12' deep) 5 LF	EA	$99,000.00	10.00%	$90,000.00
	I.6A.016	42" Point repair (0 - 12' deep) 5 LF	EA	$115,500.00	10.00%	$105,000.00
	I.6A.017	48" Point repair (0 - 12' deep) 5 LF	EA	$123,750.00	10.00%	$112,500.00
	I.6A.018	54" Point repair (0 - 12' deep) 5 LF	EA	$132,000.00	10.00%	$120,000.00
	I.6A.019	60" Point repair (0 - 12' deep) 5 LF	EA	$140,250.00	10.00%	$127,500.00
	I.6A.020	66" Point repair (0 - 12' deep) 5 LF	EA	$148,500.00	10.00%	$135,000.00
	I.6A.021	72" Point repair (0 - 12' deep) 5 LF	EA	$156,750.00	10.00%	$142,500.00
	I.6A.022	78" Point repair (0 - 12' deep) 5 LF	EA	$165,000.00	10.00%	$150,000.00
	I.6A.023	84" Point repair (0 - 12' deep) 5 LF	EA	$173,250.00	10.00%	$157,500.00
	I.6A.024	96" Point repair (0 - 12' deep) 5 LF	EA	$181,500.00	10.00%	$165,000.00
	I.6A.025	108" Point repair (0 - 12' deep) 5 LF	EA	$189,750.00	10.00%	$172,500.00
	I.6A.026	Point Repair >5 LF and / or Open Cut - 6" - 8" (0 - 12' deep)	LF	$742.50	10.00%	$675.00
	I.6A.027	Point Repair >5 LF and / or Open Cut - 10" - 12" (0 - 12' deep)	LF	$891.00	10.00%	$810.00
	I.6A.028	Point Repair >5 LF and / or Open Cut - 15" - 18" (0 - 12' deep)	LF	$1,237.50	10.00%	$1,125.00
	I.6A.029	Point Repair >5 LF and / or Open Cut - 21" - 24" (0 - 12' deep)	LF	$1,485.00	10.00%	$1,350.00
	I.6A.030	Point Repair >5 LF and / or Open Cut - 30" (0 - 12' deep)	LF	$2,475.00	10.00%	$2,250.00
	I.6A.031	Point Repair >5 LF and / or Open Cut - 36" (0 - 12' deep)	LF	$2,970.00	10.00%	$2,700.00
	I.6A.032	Point Repair >5 LF and / or Open Cut - 42" (0 - 12' deep)	LF	$3,465.00	10.00%	$3,150.00
	I.6A.033	Point Repair >5 LF and / or Open Cut - 48" (0 - 12' deep)	LF	$3,712.50	10.00%	$3,375.00
	I.6A.034	Point Repair >5 LF and / or Open Cut - 54" (0 - 12' deep)	LF	$3,960.00	10.00%	$3,600.00
	I.6A.035	Point Repair >5 LF and / or Open Cut - 60" (0 - 12' deep)	LF	$4,207.50	10.00%	$3,825.00
	I.6A.036	Point Repair >5 LF and / or Open Cut - 66" (0 - 12' deep)	LF	$4,455.00	10.00%	$4,050.00
	I.6A.037	Point Repair >5 LF and / or Open Cut - 72" (0 - 12' deep)	LF	$4,702.50	10.00%	$4,275.00
	I.6A.038	Point Repair >5 LF and / or Open Cut - 78" (0 - 12' deep)	LF	$4,950.00	10.00%	$4,500.00
	I.6A.039	Point Repair >5 LF and / or Open Cut - 84" (0 - 12' deep)	LF	$5,197.50	10.00%	$4,725.00
	I.6A.040	Point Repair >5 LF and / or Open Cut - 96" (0 - 12' deep)	LF	$5,445.00	10.00%	$4,950.00
	I.6A.041	Point Repair >5 LF and / or Open Cut - 108" (0 - 12' deep)	LF	$5,692.50	10.00%	$5,175.00
	I.6A.042	Point Repair adder for any diameter pipe over 12' deep	LF	$3,300.00	10.00%	$3,000.00
	I.6A.043	Connection to existing manhole for open cut installation	EA	$4,950.00	10.00%	$4,500.00
	I.6A.044	Add/Deduct cost for providing 6" DIP in lieu of PVC pipe	LF	$74.25	10.00%	$67.50
	I.6A.045	Add/Deduct cost for providing 8" DIP in lieu of PVC pipe	LF	$82.50	10.00%	$75.00
	I.6A.046	Add/Deduct cost for providing 10" DIP in lieu of PVC pipe	LF	$99.00	10.00%	$90.00
	I.6A.047	Add/Deduct cost for providing 12" DIP in lieu of PVC pipe	LF	$107.25	10.00%	$97.50

	I.6A.048	Add/Deduct cost for providing 15" DIP in lieu of PVC pipe	LF	$156.75	10.00%	$142.50
	I.6A.049	Add/Deduct cost for providing 18" DIP in lieu of PVC pipe	LF	$189.75	10.00%	$172.50
	I.6A.050	Add/Deduct cost for providing 20" DIP in lieu of PVC pipe	LF	$214.50	10.00%	$195.00
	I.6A.051	Add/Deduct cost for providing 24" DIP in lieu of PVC pipe	LF	$297.00	10.00%	$270.00
	I.6A.052	Access Pit (0'-8' deep)	EA	$7,095.00	10.00%	$6,450.00
	I.6A.053	Access Pit (8'-12' deep)	EA	$9,900.00	10.00%	$9,000.00
	I.6A.054	Access Pit (12'-16' deep)	EA	$18,480.00	10.00%	$16,800.00
	I.6A.055	Access Pit (16'-20' deep)	EA	$24,090.00	10.00%	$21,900.00
	I.6A.056	Access Pit (over 20' deep)	EA	$37,125.00	10.00%	$33,750.00
	I.6A.057	Trench safety (0-8' deep)	LF	$24.75	10.00%	$22.50
	I.6A.058	Trench safety (8-12' deep)	LF	$41.25	10.00%	$37.50
	I.6A.059	Trench safety (12-16' deep)	LF	$82.50	10.00%	$75.00
	I.6A.060	Trench safety (16-20' deep)	LF	$165.00	10.00%	$150.00
	I.6A.061	Trench safety over 20' deep)	LF	$412.50	10.00%	$375.00
	I.6A.062	Obstruction Removal (0'- 12' deep)	EA	$8,250.00	10.00%	$7,500.00
	I.6A.063	Obstruction Removal (12'- 15' deep)	EA	$13,200.00	10.00%	$12,000.00
	I.6A.064	External reconnect (0'- 8' deep) up to 5 linear feet	EA	$4,125.00	10.00%	$3,750.00
	I.6A.065	External reconnect (8'- 12' deep) up to 5 linear feet	EA	$7,425.00	10.00%	$6,750.00
	I.6A.066	External reconnect (12'- 16' deep) up to 5 linear feet	EA	$9,900.00	10.00%	$9,000.00
	I.6A.067	External reconnect (16-20' deep) up to 5 linear feet	EA	$19,800.00	10.00%	$18,000.00
	I.6A.068	External reconnect (over 20' deep) up to 5 linear feet	EA	$27,225.00	10.00%	$24,750.00
	I.6A.069	Extra length service connection over 5 linear feet	LF	$330.00	10.00%	$300.00
	I.6A.070	Remove and replace or install service line cleanout	EA	$1,072.50	10.00%	$975.00
	I.6A.071	Remove and replace or install cleanout	EA	$5,775.00	10.00%	$5,250.00
	I.6A.072	Lid Removal / Replacement / Modification	EA	$41,250.00	10.00%	$37,500.00
	I.6A.073	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	$8,662.50	10.00%	$7,875.00
	I.6A.074	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	$9,009.00	10.00%	$8,190.00
	I.6A.075	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	$9,355.50	10.00%	$8,505.00
	I.6A.076	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	$10,048.50	10.00%	$9,135.00
	I.6A.077	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	$10,741.50	10.00%	$9,765.00
	I.6A.078	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	$11,781.00	10.00%	$10,710.00
	I.6A.079	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	$13,167.00	10.00%	$11,970.00
	I.6A.080	Unsuitable Soil Replacement (Crusher Run)	CY	$247.50	10.00%	$225.00
	I.6A.081	Unsuitable Soil Replacement (Imported fill)	CY	$330.00	10.00%	$300.00
	I.6A.082	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	$7,095.00	10.00%	$6,450.00
	I.6A.083	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	$9,900.00	10.00%	$9,000.00
	I.6A.084	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	$18,480.00	10.00%	$16,800.00
	I.6A.085	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	$24,090.00	10.00%	$21,900.00
	I.6A.086	Insert 24-32" Plastic Manhole Dish Insert	EA	$412.50	10.00%	$375.00
	I.6A.087	Insert 24-32" Stainless Manhole Dish Insert	EA	$825.00	10.00%	$750.00
	I.6A.088	Install New Manhole Frame and Cover - 24 or 32"	EA	$5,775.00	10.00%	$5,250.00
	I.6A.089	Adjust existing Manhole Frame and Cover	EA	$4,950.00	10.00%	$4,500.00
	I.6A.090	Install New 4' DIA precast manhole 0' - 6' deep	EA	$14,850.00	10.00%	$13,500.00
	I.6A.091	Extra depth 4' DIA precast manhole over 6' deep	VF	$1,567.50	10.00%	$1,425.00
	I.6A.092	Install New 5' DIA precast manhole 0' - 6' deep	EA	$19,800.00	10.00%	$18,000.00
	I.6A.093	Extra depth 5' DIA precast manhole over 6' deep	VF	$2,475.00	10.00%	$2,250.00
	I.6A.094	Install New 6' DIA precast manhole 0' - 6' deep	EA	$33,000.00	10.00%	$30,000.00
	I.6A.095	Extra depth 6' DIA precast manhole over 6' deep	VF	$4,125.00	10.00%	$3,750.00
	I.6A.096	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	$15,675.00	10.00%	$14,250.00
	I.6A.097	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	$1,567.50	10.00%	$1,425.00
	I.6A.098	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	$20,625.00	10.00%	$18,750.00
	I.6A.099	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	$2,475.00	10.00%	$2,250.00
	I.6A.100	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	$41,250.00	10.00%	$37,500.00
	I.6A.101	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	$4,950.00	10.00%	$4,500.00
	I.6A.102	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	$27,225.00	10.00%	$24,750.00
	I.6A.103	Extra Depth Type B Structure, greater than 6' depth	VF	$2,145.00	10.00%	$1,950.00
	I.6A.104	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	$27,225.00	10.00%	$24,750.00
	I.6A.105	Extra Depth Type C Structure, greater than 6' depth	VF	$2,145.00	10.00%	$1,950.00
	I.6A.106	Cement stabilized sand	TON	$198.00	10.00%	$180.00
	I.6A.107	Granular backfill/Crushed Rock	TON	$181.50	10.00%	$165.00
	I.6A.108	Flowable Fill	CY	$495.00	10.00%	$450.00
	I.6A.109	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	$19,800.00	10.00%	$18,000.00
	I.6A.110	Extra length dewatering over 20 linear feet	LF	$330.00	10.00%	$300.00
	I.6A.111	Operation Maintain Well Points by the Day	DY	$4,125.00	10.00%	$3,750.00
	I.6A.112	Extra hand excavation	CF	$412.50	10.00%	$375.00
	I.6A.113	Timber Matting for Large Diameter Setup	SY	$189.75	10.00%	$172.50
	I.6A.114	Channel Excavation	CY	$123.75	10.00%	$112.50
	I.6A.115	Debris Removal	CY	$412.50	10.00%	$375.00
	I.6A.116	Clearing and Grubbing	ACRE	$11,137.50	10.00%	$10,125.00
	I.6A.117	Tree Protection Fence	LF	$247.50	10.00%	$225.00
	I.6A.118	Tree Removal (6" – 12")	EA	$4,950.00	10.00%	$4,500.00
	I.6A.119	Tree Removal (13" – 23")	EA	$7,425.00	10.00%	$6,750.00
	I.6A.120	Tree Removal (> 24")	EA	$12,375.00	10.00%	$11,250.00
	I.6A.121	Rework Catch basin Cover to Accept New Manhole Covers	EA	$4,125.00	10.00%	$3,750.00

	I.6A.122	Seismic Monitoring	EA	$33,000.00	10.00%	$30,000.00
I	**6B**	**Restoration and Additional Items:**				
	I.6B.001	Saw Cutting up to 8" depth	LF	$24.75	10.00%	$22.50
	I.6B.002	Saw Cutting over 8" depth	LF	$41.25	10.00%	$37.50
	I.6B.003	Specialty Brick Paver/Sidewalk Replacement	SF	$495.00	10.00%	$450.00
	I.6B.004	Repair/Rehab 2" Asphalt pavement	SF	$288.75	10.00%	$262.50
	I.6B.005	Repair/Rehab 8" Flex base	SF	$247.50	10.00%	$225.00
	I.6B.006	Repair/Rehab 8" Concrete	SF	$577.50	10.00%	$525.00
	I.6B.007	Repair/Rehab 6" Concrete	SF	$495.00	10.00%	$450.00
	I.6B.008	Repair/Rehab 4" Concrete	SF	$453.75	10.00%	$412.50
	I.6B.009	Repair/Rehab Concrete curb and gutter	LF	$107.25	10.00%	$97.50
	I.6B.010	Granite Curb, Remove and Reset	LF	$165.00	10.00%	$150.00
	I.6B.011	Seeding	SF	$8.25	10.00%	$7.50
	I.6B.012	Sodding	SF	$47.85	10.00%	$43.50
	I.6B.013	Repair/Rehab chain link fence with new	LF	$74.25	10.00%	$67.50
	I.6B.014	Repair/Rehab wooden fence with new	LF	$90.75	10.00%	$82.50
	I.6B.015	Topsoil Complete	CY	$107.25	10.00%	$97.50
	I.6B.016	Sanding Complete	CY	$107.25	10.00%	$97.50
	I.6B.017	Mulch Complete	CY	$107.25	10.00%	$97.50
	I.6B.018	Straw Bale Barrier	LF	$49.50	10.00%	$45.00
	I.6B.019	Tree Replacement: Hardwoods, 2"	EA	$2,145.00	10.00%	$1,950.00
	I.6B.020	Tree Replacement: Pines, 2"	EA	$2,145.00	10.00%	$1,950.00
	I.6B.021	Shrub Replacement: 1 Gallon	EA	$123.75	10.00%	$112.50
	I.6B.022	Shrub Replacement: 3 Gallon	EA	$165.00	10.00%	$150.00
	I.6B.023	Shrub Replacement: 5 Gallon	EA	$206.25	10.00%	$187.50
	I.6B.024	Shrub Replacement: 7 Gallon	EA	$305.25	10.00%	$277.50
	I.6B.025	Bedding Flowers: Per Flat of 18"	EA	$1,072.50	10.00%	$975.00
	I.6B.026	Stone Rip Rap Type I, 24" In Place Complete	SY	$660.00	10.00%	$600.00
	I.6B.027	Riprap, Type II (Installed)	SY	$660.00	10.00%	$600.00
	I.6B.028	Stone Rip Rap Type III, 12" In Place Complete	SY	$660.00	10.00%	$600.00
	I.6B.029	Stone Grouted Rip Rap - 12" Installed	SY	$742.50	10.00%	$675.00
	I.6B.030	Silt Fence Type A, Complete	LF	$29.70	10.00%	$27.00
	I.6B.031	Silt Fence Type C, Complete	LF	$19.80	10.00%	$18.00
	I.6B.032	Silt Fence - Type C, Double Row	LF	$33.00	10.00%	$30.00
	I.6B.033	Inlet Sediment Trap	EA	$412.50	10.00%	$375.00
	I.6B.034	Orange Barrier Fence	LF	$14.85	10.00%	$13.50
	I.6B.035	Hay Bales Complete	EA	$412.50	10.00%	$375.00
	I.6B.036	Plastic Filter Fabric Installed	SY	$24.75	10.00%	$22.50
	I.6B.037	Permanent Soil Reinforced Mat Installed	SF	$313.50	10.00%	$285.00
I	**7**	**HDPE Tight Fitting Liner (IPS diameters) and Related Items**				
I	**7A**	**Sliplining With HDPE or FRP Rehabilitation:**				
	I.7A.001	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	$82.50	10.00%	$75.00
	I.7A.002	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	$93.50	10.00%	$85.00
	I.7A.003	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	$99.00	10.00%	$90.00
	I.7A.004	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	$88.00	10.00%	$80.00
	I.7A.005	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	$99.00	10.00%	$90.00
	I.7A.006	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	$104.50	10.00%	$95.00
	I.7A.007	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	$93.50	10.00%	$85.00
	I.7A.008	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	$104.50	10.00%	$95.00
	I.7A.009	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	$110.00	10.00%	$100.00
	I.7A.010	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	$99.00	10.00%	$90.00
	I.7A.011	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	$110.00	10.00%	$100.00
	I.7A.012	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	$115.50	10.00%	$105.00
	I.7A.013	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	$121.00	10.00%	$110.00
	I.7A.014	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	$132.00	10.00%	$120.00
	I.7A.015	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	$148.50	10.00%	$135.00
	I.7A.016	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	$143.00	10.00%	$130.00
	I.7A.017	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	$154.00	10.00%	$140.00
	I.7A.018	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	$181.50	10.00%	$165.00
	I.7A.019	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	$181.50	10.00%	$165.00
	I.7A.020	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	$192.50	10.00%	$175.00
	I.7A.021	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	$220.00	10.00%	$200.00
	I.7A.022	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	$220.00	10.00%	$200.00
	I.7A.023	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	$231.00	10.00%	$210.00
	I.7A.024	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	$258.50	10.00%	$235.00
	I.7A.025	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$418.00	10.00%	$380.00
	I.7A.026	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$456.50	10.00%	$415.00
	I.7A.027	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$533.50	10.00%	$485.00
	I.7A.028	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$610.50	10.00%	$555.00
	I.7A.029	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$836.00	10.00%	$760.00
	I.7A.030	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$913.00	10.00%	$830.00
	I.7A.031	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$1,210.00	10.00%	$1,100.00
	I.7A.032	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$1,518.00	10.00%	$1,380.00
	I.7A.033	27" Installation of FRP or SRPCP segments <10lf joints	LF	$500.50	10.00%	$455.00

	I.7A.034	30" Installation of FRP or SRPCP segments <10lf joints	LF	$550.00	10.00%	$500.00
	I.7A.035	36" Installation of FRP or SRPCP segments <10lf joints	LF	$638.00	10.00%	$580.00
	I.7A.036	42" Installation of FRP or SRPCP segments <10lf joints	LF	$731.50	10.00%	$665.00
	I.7A.037	48" Installation of FRP or SRPCP segments <10lf joints	LF	$1,001.00	10.00%	$910.00
	I.7A.038	54" Installation of FRP or SRPCP segments <10lf joints	LF	$1,094.50	10.00%	$995.00
	I.7A.039	60" Installation of FRP or SRPCP segments <10lf joints	LF	$1,457.50	10.00%	$1,325.00
	I.7A.040	72" Installation of FRP or SRPCP segments <10lf joints	LF	$1,820.50	10.00%	$1,655.00
	I.7A.041	27" Set-up for contiguous installations < 150 lf	LS	$1,650.00	10.00%	$1,500.00
	I.7A.042	30" Set-up for contiguous installations < 150 lf	LS	$1,980.00	10.00%	$1,800.00
	I.7A.043	36" Set-up for contiguous installations < 150 lf	LS	$2,200.00	10.00%	$2,000.00
	I.7A.044	42" Set-up for contiguous installations < 150 lf	LS	$2,475.00	10.00%	$2,250.00
	I.7A.045	48" Set-up for contiguous installations < 150 lf	LS	$2,750.00	10.00%	$2,500.00
	I.7A.046	54" Set-up for contiguous installations < 150 lf	LS	$3,025.00	10.00%	$2,750.00
	I.7A.047	60" Set-up for contiguous installations < 150 lf	LS	$3,300.00	10.00%	$3,000.00
	I.7A.048	72" Set-up for contiguous installations < 150 lf	LS	$3,575.00	10.00%	$3,250.00
I	**9**	**CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items**				
I	**9A**	**CIPP Pressure Pipe Lining:**				
	I.9A.001	6" Installation of Pressure Pipe Lining (Potable)	LF	$594.00	10.00%	$540.00
	I.9A.002	8" Installation of Pressure Pipe Lining (Potable)	LF	$668.80	10.00%	$608.00
	I.9A.003	10" Installation of Pressure Pipe Lining (Potable)	LF	$767.80	10.00%	$698.00
	I.9A.004	12" Installation of Pressure Pipe Lining (Potable)	LF	$851.40	10.00%	$774.00
	I.9A.005	15" Installation of Pressure Pipe Lining (Potable)	LF	$965.80	10.00%	$878.00
	I.9A.006	18" Installation of Pressure Pipe Lining (Potable)	LF	$1,163.80	10.00%	$1,058.00
	I.9A.007	21" Installation of Pressure Pipe Lining (Potable)	LF	$1,296.90	10.00%	$1,179.00
	I.9A.008	24" Installation of Pressure Pipe Lining (Potable)	LF	$1,450.90	10.00%	$1,319.00
	I.9A.009	27" Installation of Pressure Pipe Lining (Potable)	LF	$1,584.00	10.00%	$1,440.00
	I.9A.010	30" Installation of Pressure Pipe Lining (Potable)	LF	$1,955.80	10.00%	$1,778.00
	I.9A.011	33" Installation of Pressure Pipe Lining (Potable)	LF	$2,277.00	10.00%	$2,070.00
	I.9A.012	36" Installation of Pressure Pipe Lining (Potable)	LF	$2,504.70	10.00%	$2,277.00
	I.9A.013	39" Installation of Pressure Pipe Lining (Potable)	LF	$2,880.90	10.00%	$2,619.00
	I.9A.014	42" Installation of Pressure Pipe Lining (Potable)	LF	$3,415.50	10.00%	$3,105.00
	I.9A.015	48" Installation of Pressure Pipe Lining (Potable)	LF	$4,554.00	10.00%	$4,140.00
	I.9A.016	54" Installation of Pressure Pipe Lining (Potable)	LF	$5,445.00	10.00%	$4,950.00
	I.9A.017	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$445.50	10.00%	$405.00
	I.9A.018	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$544.50	10.00%	$495.00
	I.9A.019	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$643.50	10.00%	$585.00
	I.9A.020	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$742.50	10.00%	$675.00
	I.9A.021	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$841.50	10.00%	$765.00
	I.9A.022	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$1,039.50	10.00%	$945.00
	I.9A.023	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$1,148.40	10.00%	$1,044.00
	I.9A.024	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$1,411.30	10.00%	$1,283.00
	I.9A.025	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$1,584.00	10.00%	$1,440.00
	I.9A.026	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$1,807.30	10.00%	$1,643.00
	I.9A.027	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$2,128.50	10.00%	$1,935.00
	I.9A.028	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$2,504.70	10.00%	$2,277.00
	I.9A.029	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$2,747.80	10.00%	$2,498.00
	I.9A.030	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$3,316.50	10.00%	$3,015.00
	I.9A.031	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$4,455.00	10.00%	$4,050.00
	I.9A.032	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$4,950.00	10.00%	$4,500.00
	I.9A.033	6" Installation of End Seal	EA	$6,831.00	10.00%	$6,210.00
	I.9A.034	8" Installation of End Seal	EA	$6,831.00	10.00%	$6,210.00
	I.9A.035	10" Installation of End Seal	EA	$6,831.00	10.00%	$6,210.00
	I.9A.036	12" Installation of End Seal	EA	$6,831.00	10.00%	$6,210.00
	I.9A.037	15" Installation of End Seal	EA	$9,108.00	10.00%	$8,280.00
	I.9A.038	18" Installation of End Seal	EA	$11,385.00	10.00%	$10,350.00
	I.9A.039	21" Installation of End Seal	EA	$11,385.00	10.00%	$10,350.00
	I.9A.040	24" Installation of End Seal	EA	$13,662.00	10.00%	$12,420.00
	I.9A.041	27" Installation of End Seal	EA	$13,662.00	10.00%	$12,420.00
	I.9A.042	30" Installation of End Seal	EA	$13,662.00	10.00%	$12,420.00
	I.9A.043	33" Installation of End Seal	EA	$15,939.00	10.00%	$14,490.00
	I.9A.044	36" Installation of End Seal	EA	$15,939.00	10.00%	$14,490.00
	I.9A.045	39" Installation of End Seal	EA	$18,216.00	10.00%	$16,560.00
	I.9A.046	42" Installation of End Seal	EA	$18,216.00	10.00%	$16,560.00
	I.9A.047	48" Installation of End Seal	EA	$22,770.00	10.00%	$20,700.00
	I.9A.048	54" Installation of End Seal	EA	$22,770.00	10.00%	$20,700.00
	I.9A.049	6"to 12" System set-up charge (<150 lf)	EA	$6,831.00	10.00%	$6,210.00
	I.9A.050	15" to 21" System set-up charge (<150 lf)	EA	$6,831.00	10.00%	$6,210.00
	I.9A.051	24" to 33" System set-up charge (<150 lf)	EA	$6,831.00	10.00%	$6,210.00
	I.9A.052	36" to 54" System set-up charge (<150 lf)	EA	$6,831.00	10.00%	$6,210.00
I	**10**	**Pressure Pipeline Bypass and Related Items**				
I	**10A**	**Bypass for Pressure CIPP Lines:**				
	I.10A.001	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	$194.70	10.00%	$177.00
	I.10A.002	Connection of each service from 2"- 4" AWWA approved bypass	EA	$2,235.20	10.00%	$2,032.00
	I.10A.004	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	$243.10	10.00%	$221.00

	I.10A.005	Connection of each service from 6"- 8" AWWA approved bypass	EA	$2,478.30	10.00%	$2,253.00
	I.10A.007	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	$291.50	10.00%	$265.00
	I.10A.008	Connection of each service from 10"- 12" AWWA approved bypass	EA	$3,036.00	10.00%	$2,760.00
	I.10A.010	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	$729.30	10.00%	$663.00
	I.10A.011	Connection of each service from 13"- 19" AWWA approved bypass	EA	$3,158.10	10.00%	$2,871.00
	I.10A.013	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	$972.40	10.00%	$884.00
	I.10A.014	Connection of each service from 20"- 24" AWWA approved bypass	EA	$4,857.60	10.00%	$4,416.00
	I.10A.016	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	$1,700.60	10.00%	$1,546.00
	I.10A.017	Connection of each service from 25"- 30" AWWA approved bypass	EA	$4,857.60	10.00%	$4,416.00
	I.10A.019	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	$2,186.80	10.00%	$1,988.00
	I.10A.020	Connection of each service from 31"- 37" AWWA approved bypass	EA	$4,857.60	10.00%	$4,416.00
	I.10A.022	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	$2,915.00	10.00%	$2,650.00
	I.10A.023	Connection of each service from 38"- 48" AWWA approved bypass	EA	$4,857.60	10.00%	$4,416.00
I	**11**	**Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items**				
I	**11A**	**Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Additional Associated Items.**				
	I.11A.001	6" Cleaning with pressure propelled pigs	LF	$49.50	10.00%	$45.00
	I.11A.002	8" Cleaning with pressure propelled pigs	LF	$49.50	10.00%	$45.00
	I.11A.003	10" Cleaning with pressure propelled pigs	LF	$49.50	10.00%	$45.00
	I.11A.004	12" Cleaning with pressure propelled pigs	LF	$49.50	10.00%	$45.00
	I.11A.005	15" Cleaning with pressure propelled pigs	LF	$73.70	10.00%	$67.00
	I.11A.006	18" Cleaning with pressure propelled pigs	LF	$73.70	10.00%	$67.00
	I.11A.007	21" Cleaning with pressure propelled pigs	LF	$73.70	10.00%	$67.00
	I.11A.008	24" Cleaning with pressure propelled pigs	LF	$97.90	10.00%	$89.00
	I.11A.009	27" Cleaning with pressure propelled pigs	LF	$97.90	10.00%	$89.00
	I.11A.010	30" Cleaning with pressure propelled pigs	LF	$97.90	10.00%	$89.00
	I.11A.011	33" Cleaning with pressure propelled pigs	LF	$97.90	10.00%	$89.00
	I.11A.012	36" Cleaning with pressure propelled pigs	LF	$194.70	10.00%	$177.00
	I.11A.013	42" Cleaning with pressure propelled pigs	LF	$194.70	10.00%	$177.00
	I.11A.014	48" Cleaning with pressure propelled pigs	LF	$194.70	10.00%	$177.00
	I.11A.015	54" Cleaning with pressure propelled pigs	LF	$194.70	10.00%	$177.00
	I.11A.016	6" Cleaning with scrapers or other attached tools	LF	$73.70	10.00%	$67.00
	I.11A.017	8" Cleaning with scrapers or other attached tools	LF	$73.70	10.00%	$67.00
	I.11A.018	10" Cleaning with scrapers or other attached tools	LF	$73.70	10.00%	$67.00
	I.11A.019	12" Cleaning with scrapers or other attached tools	LF	$73.70	10.00%	$67.00
	I.11A.020	15" Cleaning with scrapers or other attached tools	LF	$97.90	10.00%	$89.00
	I.11A.021	18" Cleaning with scrapers or other attached tools	LF	$97.90	10.00%	$89.00
	I.11A.022	21" Cleaning with scrapers or other attached tools	LF	$97.90	10.00%	$89.00
	I.11A.023	24" Cleaning with scrapers or other attached tools	LF	$122.10	10.00%	$111.00
	I.11A.024	27" Cleaning with scrapers or other attached tools	LF	$122.10	10.00%	$111.00
	I.11A.025	30" Cleaning with scrapers or other attached tools	LF	$122.10	10.00%	$111.00
	I.11A.026	33" Cleaning with scrapers or other attached tools	LF	$170.50	10.00%	$155.00
	I.11A.027	36" Cleaning with scrapers or other attached tools	LF	$170.50	10.00%	$155.00
	I.11A.028	42" Cleaning with scrapers or other attached tools	LF	$194.70	10.00%	$177.00
	I.11A.029	48" Cleaning with scrapers or other attached tools	LF	$243.10	10.00%	$221.00
	I.11A.030	54" Cleaning with scrapers or other attached tools	LF	$291.50	10.00%	$265.00
	I.11A.031	6" Pressure pipe inspection	LF	$19.80	10.00%	$18.00
	I.11A.032	8" Pressure pipe inspection	LF	$19.80	10.00%	$18.00
	I.11A.033	10" Pressure pipe inspection	LF	$25.30	10.00%	$23.00
	I.11A.034	12" Pressure pipe inspection	LF	$25.30	10.00%	$23.00
	I.11A.035	15" Pressure pipe inspection	LF	$25.30	10.00%	$23.00
	I.11A.036	18" Pressure pipe inspection	LF	$34.10	10.00%	$31.00
	I.11A.037	21" Pressure pipe inspection	LF	$34.10	10.00%	$31.00
	I.11A.038	24" Pressure pipe inspection	LF	$34.10	10.00%	$31.00
	I.11A.039	27" Pressure pipe inspection	LF	$34.10	10.00%	$31.00
	I.11A.040	30" Pressure pipe inspection	LF	$34.10	10.00%	$31.00
	I.11A.041	33" Pressure pipe inspection	LF	$34.10	10.00%	$31.00
	I.11A.042	36" Pressure pipe inspection	LF	$39.60	10.00%	$36.00
	I.11A.043	42" Pressure pipe inspection	LF	$39.60	10.00%	$36.00
	I.11A.044	48" Pressure pipe inspection	LF	$49.50	10.00%	$45.00
	I.11A.045	54" Pressure pipe inspection	LF	$73.70	10.00%	$67.00
	I.11A.046	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	$70.40	10.00%	$64.00
I	**14**	**Gravity Sewer Lateral Renewal Systems and Related Items**				
I	**14A**	**Lateral Rehabilitation**				
	I.14A.001	4"-6" Installation and cure of lateral liner in <12" dia. Main (up to 10')	EA	$7,562.50	10.00%	$6,875.00
	I.14A.002	4"-6" Installation and cure of lateral liner in >12" dia. Main (up to 10')	EA	$8,937.50	10.00%	$8,125.00
	I.14A.003	4"-6" lateral liner per linear foot > 10'	LF	$481.25	10.00%	$437.50
	I.14A.004	4"-6" Set-up for installations	EA	$27,500.00	10.00%	$25,000.00
	I.14A.005	Clean & CCTV Laterals (up to 10')	EA	$1,031.25	10.00%	$937.50
	I.14A.006	Clean & CCTV Laterals > 10'	LF	$20.63	10.00%	$18.75
	I.14A.007	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	$5,500.00	10.00%	$5,000.00
	I.14A.008	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	$5,843.75	10.00%	$5,312.50
	I.14A.009	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	$6,187.50	10.00%	$5,625.00
	I.14A.010	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	$6,496.88	10.00%	$5,906.25

	I.14A.011	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	$6,875.00	10.00%	$6,250.00
	I.14A.012	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	$7,218.75	10.00%	$6,562.50
I	**16**	**Horizontal Directional Drilling (HDD) and Related Items**				
I	**16A**	**Horizontal Directional Drilling (HDD):**				
	I.16A.001	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	$66.00	10.00%	$60.00
	I.16A.002	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	$66.00	10.00%	$60.00
	I.16A.003	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	$77.00	10.00%	$70.00
	I.16A.004	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	$77.00	10.00%	$70.00
	I.16A.005	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	$9.90	10.00%	$9.00
	I.16A.006	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	$71.50	10.00%	$65.00
	I.16A.007	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	$71.50	10.00%	$65.00
	I.16A.008	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	$82.50	10.00%	$75.00
	I.16A.009	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	$99.00	10.00%	$90.00
	I.16A.010	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	$14.30	10.00%	$13.00
	I.16A.011	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	$77.00	10.00%	$70.00
	I.16A.012	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	$77.00	10.00%	$70.00
	I.16A.013	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	$82.50	10.00%	$75.00
	I.16A.014	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	$115.50	10.00%	$105.00
	I.16A.015	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	$24.20	10.00%	$22.00
	I.16A.016	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA	$264.00	10.00%	$240.00
	I.16A.017	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	$264.00	10.00%	$240.00
	I.16A.018	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA	$346.50	10.00%	$315.00
	I.16A.019	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	$374.00	10.00%	$340.00
	I.16A.020	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	$44.00	10.00%	$40.00
	I.16A.021	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	$308.00	10.00%	$280.00
	I.16A.022	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA	$308.00	10.00%	$280.00
	I.16A.023	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	$423.50	10.00%	$385.00
	I.16A.024	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	$522.50	10.00%	$475.00
	I.16A.025	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	$52.80	10.00%	$48.00
	I.16A.026	Access Pit for Directional Drill (0'-8' deep)	EA	$4,730.00	10.00%	$4,300.00
	I.16A.027	Access Pit for Directional Drill (8'-12' deep)	EA	$6,600.00	10.00%	$6,000.00
	I.16A.028	Access Pit for Directional Drill (12'-16' deep)	EA	$12,320.00	10.00%	$11,200.00
	I.16A.029	Access Pit for Directional Drill (16'-20' deep)	EA	$16,060.00	10.00%	$14,600.00
	I.16A.030	2"-4" Set-up for contiguous lengths <150 lf	LS	$5,775.00	10.00%	$5,250.00
	I.16A.031	6"-8" Set-up for contiguous lengths <150 lf	LS	$6,050.00	10.00%	$5,500.00
	I.16A.032	10"-12" Set-up for contiguous lengths <150 lf	LS	$6,325.00	10.00%	$5,750.00
	I.16A.033	15"-18" Set-up for contiguous lengths <150 lf	LS	$6,600.00	10.00%	$6,000.00
	I.16A.034	21"-24" Set-up for contiguous lengths <150 lf	LS	$6,875.00	10.00%	$6,250.00
	I.16A.035	27"-36" Set-up for contiguous lengths <150 lf	LS	$7,150.00	10.00%	$6,500.00
I	**19**	**Concrete Clearing and Removal from Sewer Lines and Related Items**				
I	**19A**	**Specialty Cleaning:**				
	I.19A.001	Specialty Pipe Cleaning (all Diameters)	LF	$550.00	10.00%	$500.00
I	**20**	**All Other Underground Construction and Supplemental Items and Related Items**				
I	**20A**	**Mobilization:**				
	I.20A.001	Mobilization - Emergency Mobilization	EA	$38,500.00	10.00%	$35,000.00
	I.20A.002	Mobilization - Rehab of Less Than 100 Ft	EA	$38,500.00	10.00%	$35,000.00
	I.20A.003	Mobilization - Rehab of 101 Ft to 300 Ft	EA	$33,000.00	10.00%	$30,000.00
	I.20A.004	Mobilization - Rehab of 301 Ft to 500 Ft	EA	$27,500.00	10.00%	$25,000.00
	I.20A.005	Mobilization - Rehab of 501 Ft to 1000 Ft	EA	$22,000.00	10.00%	$20,000.00
	I.20A.006	Mobilization - Alabama	EA	$38,500.00	10.00%	$35,000.00
	I.20A.007	Mobilization - Alaska	EA	$110,000.00	10.00%	$100,000.00
	I.20A.008	Mobilization - Arizona	EA	$38,500.00	10.00%	$35,000.00
	I.20A.009	Mobilization - Arkansas	EA	$38,500.00	10.00%	$35,000.00
	I.20A.010	Mobilization - California	EA	$49,500.00	10.00%	$45,000.00
	I.20A.011	Mobilization - Colorado	EA	$38,500.00	10.00%	$35,000.00
	I.20A.012	Mobilization - Connecticut	EA	$55,000.00	10.00%	$50,000.00
	I.20A.013	Mobilization - Delaware	EA	$55,000.00	10.00%	$50,000.00
	I.20A.014	Mobilization - Florida	EA	$38,500.00	10.00%	$35,000.00
	I.20A.015	Mobilization - Georgia	EA	$38,500.00	10.00%	$35,000.00
	I.20A.016	Mobilization - Hawaii	EA	$330,000.00	10.00%	$300,000.00
	I.20A.017	Mobilization - Idaho	EA	$49,500.00	10.00%	$45,000.00
	I.20A.018	Mobilization - Illinois	EA	$38,500.00	10.00%	$35,000.00
	I.20A.019	Mobilization - Indiana	EA	$38,500.00	10.00%	$35,000.00
	I.20A.020	Mobilization - Iowa	EA	$38,500.00	10.00%	$35,000.00
	I.20A.021	Mobilization - Kansas	EA	$38,500.00	10.00%	$35,000.00
	I.20A.022	Mobilization - Kentucky	EA	$38,500.00	10.00%	$35,000.00
	I.20A.023	Mobilization - Louisiana	EA	$38,500.00	10.00%	$35,000.00
	I.20A.024	Mobilization - Maine	EA	$55,000.00	10.00%	$50,000.00
	I.20A.025	Mobilization - Maryland	EA	$38,500.00	10.00%	$35,000.00
	I.20A.026	Mobilization - Massachusetts	EA	$38,500.00	10.00%	$35,000.00
	I.20A.027	Mobilization - Michigan	EA	$38,500.00	10.00%	$35,000.00
	I.20A.028	Mobilization - Minnesota	EA	$44,000.00	10.00%	$40,000.00
	I.20A.029	Mobilization - Mississippi	EA	$38,500.00	10.00%	$35,000.00

	I.20A.030	Mobilization - Missouri	EA	$38,500.00	10.00%	$35,000.00
	I.20A.031	Mobilization - Montana	EA	$44,000.00	10.00%	$40,000.00
	I.20A.032	Mobilization - Nebraska	EA	$38,500.00	10.00%	$35,000.00
	I.20A.033	Mobilization - Nevada	EA	$49,500.00	10.00%	$45,000.00
	I.20A.034	Mobilization - New Hampshire	EA	$49,500.00	10.00%	$45,000.00
	I.20A.035	Mobilization - New Jersey	EA	$55,000.00	10.00%	$50,000.00
	I.20A.036	Mobilization - New Mexico	EA	$44,000.00	10.00%	$40,000.00
	I.20A.037	Mobilization - New York	EA	$49,500.00	10.00%	$45,000.00
	I.20A.038	Mobilization - North Carolina	EA	$38,500.00	10.00%	$35,000.00
	I.20A.039	Mobilization - North Dakota	EA	$44,000.00	10.00%	$40,000.00
	I.20A.040	Mobilization - Ohio	EA	$44,000.00	10.00%	$40,000.00
	I.20A.041	Mobilization - Oklahoma	EA	$38,500.00	10.00%	$35,000.00
	I.20A.042	Mobilization - Oregon	EA	$49,500.00	10.00%	$45,000.00
	I.20A.043	Mobilization - Pennsylvania	EA	$44,000.00	10.00%	$40,000.00
	I.20A.044	Mobilization - Rhode Island	EA	$49,500.00	10.00%	$45,000.00
	I.20A.045	Mobilization - South Carolina	EA	$38,500.00	10.00%	$35,000.00
	I.20A.046	Mobilization - South Dakota	EA	$44,000.00	10.00%	$40,000.00
	I.20A.047	Mobilization - Tennessee	EA	$38,500.00	10.00%	$35,000.00
	I.20A.048	Mobilization - Texas	EA	$38,500.00	10.00%	$35,000.00
	I.20A.049	Mobilization - Utah	EA	$38,500.00	10.00%	$35,000.00
	I.20A.050	Mobilization - Vermont	EA	$44,000.00	10.00%	$40,000.00
	I.20A.051	Mobilization - Virginia	EA	$44,000.00	10.00%	$40,000.00
	I.20A.052	Mobilization - Washington	EA	$55,000.00	10.00%	$50,000.00
	I.20A.053	Mobilization - West Virginia	EA	$38,500.00	10.00%	$35,000.00
	I.20A.054	Mobilization - Wisconsin	EA	$44,000.00	10.00%	$40,000.00
	I.20A.055	Mobilization - Wyoming	EA	$44,000.00	10.00%	$40,000.00
I	**20B**	**Traffic Control:**				
	I.20B.001	Single Lane Closure	EA	$2,750.00	10.00%	$2,500.00
	I.20B.002	Double Lane Closure	EA	$3,300.00	10.00%	$3,000.00
	I.20B.003	Multi Lane Closure	EA	$3,850.00	10.00%	$3,500.00
	I.20B.004	Intersection Closure	EA	$4,400.00	10.00%	$4,000.00
	I.20B.005	Road Closure	EA	$5,500.00	10.00%	$5,000.00
	I.20B.006	Sidewalk Closure	EA	$1,650.00	10.00%	$1,500.00
	I.20B.007	Traffic Control Plan (per setup)	EA	$5,500.00	10.00%	$5,000.00
	I.20B.008	Flagmen	HR	$165.00	10.00%	$150.00
	I.20B.009	Uniformed Officers	HR	$247.50	10.00%	$225.00
I	**20C**	**Additional Labor Rates:**				
	I.20C.001	Superintendent - Regular	HR	$110.00	10.00%	$100.00
	I.20C.002	Superintendent - Overtime	HR	$165.00	10.00%	$150.00
	I.20C.003	Foreman - Regular	HR	$88.00	10.00%	$80.00
	I.20C.004	Foreman - Overtime	HR	$121.00	10.00%	$110.00
	I.20C.005	Laborer - Regular	HR	$66.00	10.00%	$60.00
	I.20C.006	Laborer - Overtime	HR	$88.00	10.00%	$80.00
	I.20C.007	Truck Drive - Regular	HR	$82.50	10.00%	$75.00
	I.20C.008	Truck Drive - Overtime	HR	$115.50	10.00%	$105.00
	I.20C.009	Utility - Regular	HR	$66.00	10.00%	$60.00
	I.20C.010	Utility - Overtime	HR	$88.00	10.00%	$80.00
	I.20C.011	Engineering Support	HR	$440.00	10.00%	$400.00
	I.20C.012	Engineering Design	EA	$16,500.00	10.00%	$15,000.00
Section II: Polymer Injection Products						
II	**21**	**Pipe Sealing of Sanitary Sewer Pipes and Related Items**				
II	**21A**	**Geopolymer Pipe Rehab:**				
	II.21A.001	36" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	$825.00	10.00%	$750.00
	II.21A.002	42" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	$715.00	10.00%	$650.00
	II.21A.003	48" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	$790.63	10.00%	$718.75
	II.21A.004	54" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	$907.50	10.00%	$825.00
	II.21A.005	60” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$1,031.25	10.00%	$937.50
	II.21A.006	66” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$1,134.38	10.00%	$1,031.25
	II.21A.007	72” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$1,340.63	10.00%	$1,218.75
	II.21A.008	78” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$1,464.38	10.00%	$1,331.25
	II.21A.009	84” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$1,698.13	10.00%	$1,543.75
	II.21A.010	90” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$1,897.50	10.00%	$1,725.00
	II.21A.011	96” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$2,371.88	10.00%	$2,156.25
	II.21A.012	102" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$2,846.25	10.00%	$2,587.50
	II.21A.013	108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$3,636.88	10.00%	$3,306.25
	II.21A.014	Greater than 108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	SF	$192.50	10.00%	$175.00
	II.21A.015	Non Round Sewer Pipe 1" Thickness	SF	$75.63	10.00%	$68.75
	II.21A.016	Each Additional .5" Thickness	SF	$38.50	10.00%	$35.00
	II.21A.017	Infiltration Control - Chemical Grout	GAL	$577.50	10.00%	$525.00
	II.21A.018	Infiltration Control - Quad-Plug (5 Gallon)	EA	$110.00	10.00%	$100.00
	II.21A.019	Rebuilt Invert - Flowable Fill	CF	$192.50	10.00%	$175.00
	II.21A.020	Rebuilt Invert - Quadflow	CF	$220.00	10.00%	$200.00
	II.21A.021	Rebuilt Invert - GeoKrete	CF	$240.63	10.00%	$218.75
	II.21A.022	Joint Preparation	LF	$34.38	10.00%	$31.25

	II.21A.023	Reinforcement with Carbon Fiber	SF	$6.88	10.00%	$6.25
	II.21A.024	Reinforcement with Welded Wire	SF	$27.50	10.00%	$25.00
	II.21A.025	Reinforcement with Rebar	LF	$61.88	10.00%	$56.25
	II.21A.026	Antimicrobial Application	SF	$8.25	10.00%	$7.50
	II.21A.027	Service Lateral	EACH	$1,375.00	10.00%	$1,250.00
II	**21B**	**Grouting:**				
	II.21B.001	Set up - Ground Penetrating Radar (GPR)	EA	$27,500.00	10.00%	$25,000.00
	II.21B.002	Ground Penetrating Radar (GPR) Study	LF	$55.00	10.00%	$50.00
	II.21B.003	Set up - Grouting	EA	$27,500.00	10.00%	$25,000.00
	II.21B.004	Grout Injection Chemical Grouting	LB	$33.00	10.00%	$30.00
	II.21B.005	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	$126.50	10.00%	$115.00
	II.21B.006	All Sizes Annular space grouting cement slurry base	CUFT	$82.50	10.00%	$75.00
	II.21B.007	All Sizes Set-up for annular space grouting <100 cubic feet	LS	$6,875.00	10.00%	$6,250.00
	II.21B.008	Set up Fee for Lateral or Mainline Grouting	EA	$16,500.00	10.00%	$15,000.00
	II.21B.009	Lateral Grouting (4-8" laterals, in 8-18" mains)	EA	$2,200.00	10.00%	$2,000.00
	II.21B.010	Mainline Joint Grouting (8-48")	EA	$7,150.00	10.00%	$6,500.00
II	**22**	**Sealing of RCP or CMP Storm Sewer Joints and Related Items**				
II	**22A**	**Internal Pipe Seals:**				
	II.22A.001	8"-Stainless steel with EPDM	EA	$3,118.50	10.00%	$2,835.00
	II.22A.002	10"-Stainless steel with EPDM	EA	$3,242.80	10.00%	$2,948.00
	II.22A.003	12"-Stainless steel with EPDM	EA	$3,379.20	10.00%	$3,072.00
	II.22A.004	15"-Stainless steel with EPDM	EA	$3,911.60	10.00%	$3,556.00
	II.22A.005	18"-Stainless steel with EPDM	EA	$4,298.80	10.00%	$3,908.00
	II.22A.006	21"-Stainless steel with EPDM	EA	$4,912.60	10.00%	$4,466.00
	II.22A.007	24"-Stainless steel with EPDM	EA	$5,795.90	10.00%	$5,269.00
II	**22B**	**Installation Packer for Internal Pipe Seals:**				
	II.22B.001	8'-12" Packer with coupling rod	EA	$11,192.50	10.00%	$10,175.00
	II.22B.002	15"-18" Packer with coupling rod	EA	$14,041.50	10.00%	$12,765.00
	II.22B.003	21"-24" Packer with coupling rod	EA	$16,483.50	10.00%	$14,985.00
II	**22C**	**Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber:**				
	II.22C.001	8"-Stainless steel with EPDM	EA	$2,794.00	10.00%	$2,540.00
	II.22C.002	10"-Stainless steel with EPDM	EA	$2,846.80	10.00%	$2,588.00
	II.22C.003	12"-Stainless steel with EPDM	EA	$2,923.80	10.00%	$2,658.00
	II.22C.004	15"-Stainless steel with EPDM	EA	$3,703.70	10.00%	$3,367.00
	II.22C.005	18"-Stainless steel with EPDM	EA	$4,105.20	10.00%	$3,732.00
	II.22C.006	21"-Stainless steel with EPDM	EA	$4,613.40	10.00%	$4,194.00
	II.22C.007	24"-Stainless steel with EPDM	EA	$5,132.60	10.00%	$4,666.00
Section IV:						
IV	**32**	**Installation and Repair Service - Standard Hourly Labor Rate for Installation / Repair Service of Equipment and Products**	**Hrly rate**	$247.50	10.00%	$225.00
IV	**33**	**Installation and Repair Service - Non-Standard Hourly Labor Rate for Installation / Repair Service of Equipment and Products**	**Hrly rate**	$330.00	10.00%	$300.00
IV	**34**	**Installation and Repair Service - Standard Hours for Installation/Repair Service of Equipment and Products**	**factors**	$1.10	10.00%	$1.00
IV	**35**	**Installation and Repair Service - Non-Standard Hours for Installation/Repair Service of Equipment and Products**	**factors**	$1.10	10.00%	$1.00

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026

Agenda Item Name
Piggyback Term Contract *Water Supply Wells and Pumps Maintenance*

Requested Action
Request approval to piggyback the Tohopekaliga Water Authority Term Contract No. IFB-25-004-01 with A.C. Schultes of Florida, Inc. to provide well services and repairs in accordance with the City of Clermont's Procurement Policy.

Staff Report
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified Tohopekaliga Water Authority Term Contract No. IFB-25-004-01, as a suitable procurement vehicle for well services and repairs. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial one-year agreement, with the option for one (1) additional one-year renewal period at the City's discretion. The estimated contract value for the initial term is $100,000, with a start date of March 25, 2026. This contract will provide maintenance, repair, and related services for water wells and water pumps, including inspection, troubleshooting, equipment repair, and other work necessary to maintain reliable operation of the City's water system infrastructure. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.

Additional Analysis

Fiscal Impact Summary
Funding will be determined on a project-by-project basis and allocated from the Water Fund in the current fiscal year budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$15,000 $15,000 $70,000	41533-54624 Repair & Maint - Water Wells 41533-54614-33001, R&M - Eqpt Treatment 41533-66324-33121 Cap Out-Pump	$15,900 $15,900 $348,000

	Stations - 33121	

Exhibits Attached (copies of original agreements)	
1. IFB-20-004-01 Agreement	IFB-20-004-01 Agreement.pdf
2. IFB-20-004-01 Pricing	IFB-20-004-01 Pricing.pdf
3. Recommendation for Award	Recommendation for Award.pdf
4. Bid Tabulation Sheet	Bid Tabulation Sheet.pdf

CONTRACT

(IFB-25-004-01)
MAINTENANCE AND REPAIR OF WATER WELLS AND WATER PUMPS

THIS AGREEMENT FOR THE PROVISION OF MAINTENANCE AND REPAIR OF WATER WELLS AND WATER PUMPS SERVICES (the "**Agreement**") is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, and with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("**Toho**") and **A.C. SCHULTES OF FLORIDA, INC.,** a Florida Profit Corporation, with a principal address of 11865 US Highway 41 South, Gibsonton FL 33534 (the "**Contractor**"). Toho and the Contractor may be individually referred to as a "**Party**" or collectively as the "**Parties**".

RECITALS:

WHEREAS, Toho has competitively solicited for the provision of maintenance and repair of water wells and water pumps services pursuant to IFB-25-004 (the "**Solicitation**"), a copy of which is attached, including all Addendums, incorporated by reference as **Exhibit "A"**, and made a material part of this Agreement; and

WHEREAS, the Contractor has exhibited by its response to the Solicitation, a copy of which is attached and incorporated by reference as **Exhibit "B"**, and made a material part of this Agreement, that it is capable of providing the required goods and services; and

WHEREAS, Toho has engaged an additional contractor for similar services (IFB-25-004-02).

WHEREAS, the Parties hereto have agreed to enter into this Agreement, in accordance with the terms and conditions, based on the Solicitation and as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. The term of this Agreement shall become effective upon execution by both Parties and shall continue through February 11, 2026. This Agreement may be renewed, subject to written notice of agreement executed by both Parties, for up to two (2) additional one-year periods.

SECTION 3. SCOPE OF SERVICES. The Contractor shall provide those goods and services specified in *Section Three – Scope of Services* of **Exhibit "A"** (collectively the "**Services**"), in compliance with the terms and conditions of this Agreement, as well as those found in the solicitation document attached as **Exhibit "A"**. If there is a conflict between the provisions of Exhibit "A" and this Agreement, the terms of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR. Obligations of the Contractor shall include, but not be limited to, the following:

A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or services, of any type whatsoever, that are necessary to fully complete and deliver the Services requested by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on or against Toho or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any claims or demands by the Contractor for any payment expected by virtue of this Agreement.

B. The Contractor shall ensure that all of its employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when providing Services for Toho under this Agreement.

C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work outlined in the Scope of Services.

D. The Contractor shall maintain adequate and competent staff and remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE

A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall efficiently perform the requested Services consistent with **Exhibit "A", Exhibit "B"**, and industry standards. The Contractor hereby covenants and agrees that its employees, agents, subcontractors, representatives, volunteers, and any other associates shall likewise be bound by this representation.

B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION

A. The amount paid under this Agreement for acceptable performance and delivery of of maintenance and repair of water wells and pumps as described in **Exhibit "A"** and the services provided under IFB-25-004 shall not exceed a cumulative amount of Five Hundred Thousand Dollars (**$500,000**) (the **"Not to Exceed Amount"**) *between the two awarded contractors* for the term of the agreement, based on the rates specified in **Exhibit "B"**.

B. Compensation for Services completed by the Contractor shall be paid in accordance with section 218.70, Florida Statutes, Florida's Local Government Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forgo the Contractor's use for any project that may fall within the Scope of Services listed herein. In the event Toho is not satisfied with the Services provided by the Contractor, Toho will hold any amounts due until such time as the Contractor has appropriately addressed the problem to the satisfaction of Toho.

D. The obligation of Toho to proceed under this Agreement is conditioned upon the appropriation of funding by Toho's Board of Supervisors. If the funding anticipated for the fulfillment of this Agreement is at any time not forthcoming or otherwise insufficient, Toho shall have the right, in its sole discretion, to terminate or suspend this Agreement without damage, penalty, cost, or expense to Toho of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in Toho's notice of termination or suspension. Toho shall have the final authority over whether such funding is available.

SECTION 7. TERMINATION

A. **Termination for Convenience.** Toho may terminate this Agreement for convenience by providing written notice to the Contractor no fewer than 30 days prior to such termination. In the event of such a termination for convenience by Toho, the Contractor shall be paid for all authorized Services provided before the effective date of termination. No damages, fees, or other costs may be assessed against Toho for its termination of this Agreement for convenience.

B. **Termination for Cause**

1. **Immediate Termination.** Toho reserves the right to **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the Contractor's receipt of written notice, for any number of the following causes any and all of which shall constitute a material breach of this Agreement by the Contractor: **(a)** the amount invoiced by the Contractor exceeds the Not to Exceed Amount; **(b)** the Contractor files for bankruptcy, becomes insolvent, or is adjudged bankrupt or insolvent by any Court; **(c)** a receiver of the property of the Contractor is appointed in any proceeding brought by or against the Contractor; **(d)** the Contractor is determined to be ineligible to do business in the State of Florida; **(e)** if the Contractor is a non-profit agency, loss by the Contractor of its non-profit status; or **(f)** as otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** For breaches of this Agreement for which Immediate Termination does not apply, Toho may terminate this Agreement for cause upon providing written notice to the Contractor no fewer than 5 business days prior to such termination. Such termination for cause may be for any material breach of this Agreement or if Toho, using its sole discretion, determines that the Contractor is unable to adequately perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or to accept any proposed cure by the Contractor, Toho reserves the right to provide the Contractor with the opportunity to cure a stated breach of this Agreement. If Toho decides to provide such an opportunity to cure, it shall: **(a)** include such opportunity to cure as part of its notice of termination; and **(b)** provide a deadline deemed appropriate by Toho by

which the Contractor must cure or, only if expressly permitted by Toho, submit its proposed cure to Toho. Toho has no obligation whatsoever to accept any proposed cures submitted by the Contractor.

4. **Payment in the Event of Termination for Cause.** In the event of termination of this Agreement due to the fault of the Contractor, at the written request of the Contractor, Toho shall compensate the Contractor for all authorized Services completed before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from the Contractor's breach of this Agreement and any delay occasioned by early termination. No damages, fees, or costs may be assessed against Toho for its termination of this Agreement for cause.

5. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Contractor's damages for such termination, if any, shall be the same as if Toho had terminated this Agreement for convenience.

C. **In the Event of Termination.** In the event of termination of this Agreement, whether for convenience or cause, the Contractor shall, unless otherwise expressly provided by Toho in its notice of termination: **(1)** maintain the same service level at which it was providing the Services prior to its receipt of Toho's notice of termination; **(2)** not be permitted to incur any additional obligations or enter into any additional subcontracts to provide the Services; **(3)** finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the effective date of termination.

SECTION 8. INSURANCE

A. The Contractor shall procure and maintain the following types of insurance, with the respective limits, and shall provide proof of the same to Toho, in the form of a Certificate of Insurance, prior to the start of any work hereunder:

1. **Worker's Compensation:** The Contractor shall provide Worker's Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.

2. **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and products-Completed Operations. The limits shall be not less than $1,000,000.00.

3. **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.

4. **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess of the coverage provided for in the above paragraphs of not less than $1,000,000.00.

B. The Contractor shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the Services to be provided hereunder, on all required insurance policies, except for the Worker's Compensation policy, and provide Toho with proof of the

same.

C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and shows:

1. The name of the insured Contractor;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date; and
7. A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by Toho, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

E. The Contractor shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements as set forth herein. In addition, the Contractor shall maintain proof of the same on file and made readily available upon request by Toho.

SECTION 9. TOHO OBLIGATIONS. At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the required Services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT

A. The following documents are hereby incorporated and made part of this Agreement:

1. **Exhibit "A"** – Solicitation documents IFB-25-004, including all Addendums
2. **Exhibit "B"** – Response submitted by the Contractor

B. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and **Exhibits "A"** and **"B"**, the provisions of the Agreement shall take precedence.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL

A. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement or the performance of the associated Services, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding, or claim arising out of this Agreement, which may be brought by either of the Parties.

B. In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct

the application of the laws of another jurisdiction.

SECTION 12. PUBLIC RECORDS COMPLIANCE

A. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind relating to the relationship created hereby shall be open to the public for inspection by Florida law. If the Contractor shall act on behalf of Toho, as provided under section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
2. Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and
5. If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions in accordance with the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING: RECORDS RETENTION, 951 MARTIN LUTHER KING BLVD. KISSIMMEE, FL 34741, PUBLICRECORDSREQUESTS@TOHOWATER.COM, (407) 483-3822.

SECTION 13. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of Toho for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida workers' compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The Contractor will

retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING. The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the Services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho and its officials, agents, and employees from and against any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 17. SOVEREIGN IMMUNITY. Toho expressly retains all rights, benefits, and immunities of sovereign immunity pursuant to section 768.28, Florida Statutes. Notwithstanding anything outlined in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Toho for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party to allow any claim against Toho, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, personal representatives, successors, and assigns.

SECTION 19. ASSIGNMENT. This Agreement shall only be assignable by the Contractor upon the prior express written consent of Toho.

SECTION 20. SEVERABILITY. All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 21. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such

covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. All notices required and/or made pursuant to this Agreement to be given to Toho, and the Contractor shall be in writing and given by way of the United States Postal Service, first-class mail, postage prepaid, addressed to the following addresses of record:

Toho:	Tohopekaliga Water Authority Attention : Procurement Division 951 Martin Luther King Blvd Kissimmee, Florida 34741
Contractor:	A.C. Shultes of Florida, Inc. 11865 US Highway 41 South Gibsonton, FL 33534

SECTION 23. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) thereto, the provisions of the latest executed instrument shall take precedence.

SECTION 24. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 25. ADMINISTRATIVE PROVISIONS. In the event Toho issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for Toho's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 26. CONFLICT OF INTEREST. The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, Toho shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 27. FLORIDA VENDOR ELIGIBILITY

A. **Public Entity Crimes.** Contractor hereby represents, warrants, and certifies that: (a) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders,

employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (b) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list; (c) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

B. **Scrutinized Companies**

1. Contractor hereby represents, warrants, and certifies that: (i) Contractor is not on Florida's Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and (ii) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.

2. If the value of this Agreement meets or exceeds $1,000,000, then Contractor hereby additionally represents, warrants, and certifies that: (i) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes; and (ii) is not engaged in business operations in Cuba or Syria.

3. In accordance with Section 218.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria, Toho shall have the option to terminate this Agreement and shall have the right to, notwithstanding anything to the contrary in this Agreement, pursue all remedies available to it in equity and at law.

C. **Discriminatory Vendors.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.134, Florida Statutes, which provides that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

D. **Anti-Trust Violators.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.137, Florida Statutes, which provides that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

E. **Countries of Foreign Concern.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

F. **Common Carrier.** If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Agreement. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Agreement for cause if Contractor is found to be in violation of this provision or its attestation.

G. **Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as Attachment C to Toho.

SECTION 28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

C. The Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this Section, shall terminate the contract with the person or entity.

D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this Section, but the Contractor otherwise complied, shall promptly notify the Contractor and the Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this Section is not a breach of contract and may not be considered as such. Any contractor terminated under the provisions of this Section may be challenged pursuant to section 448.095(2), Florida Statutes. The Contractor acknowledges that upon the termination of this Agreement by Toho for a violation of this Section by the

Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor is liable for any additional costs incurred by Toho as a result of any contract for a violation of this section.

F. The Contractor and/or subcontractor shall insert in any subcontracts the clauses set forth in this Section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Section.

G. Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-verify

SECTION 29. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER. The Contractor hereby represents that it is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION. The Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of Toho, and shall be retained by the Contractor for a period of 5 years after termination or completion of the Agreement, or until five years after the full Toho audit is complete, whichever comes later. Toho shall retain the right to audit the books during the applicable retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. Toho also has the right to conduct an audit within 60 days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of Toho. Toho has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 32. PROJECT MANAGERS. Toho and the Contractor have identified the individuals listed below as Project Managers who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by Toho. If Toho or Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced by another individual.

A. Toho Project Manager's contact information is as follows:
Elsa Williams, Director Treatment Director (Water)
Toho Water Authority
407-483-3881
689-319-3537
Email: ewilliams@tohowater.com

B. The Contractor Project Manager's contact information is as follows:
Gregory Schultes, Vice President
A.C. Schultes of Florida, Inc.
11865 S. US HW 41
Gibsonton, FL 33534
813-741-3010
GREG.ACSFL@ACschultes.com

SECTION 33. SIGNATORY. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including attachments, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

SECTION 34. COUNTERPARTS, ELECTRONIC TRANSACTIONS, AND ELECTRONIC SIGNATURES. This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

SECTION 35. PURCHASES OF GOODS. To the extent that this agreement involves the purchase of goods by Toho from the Contractor, the following terms apply:

E. **Quality.** All materials and services furnished must be as specified and subject to Toho inspection after delivery at destination. Variations in materials or services from those specified in this Agreement must not be made without prior written authority from Toho's Procurement Director. Material rejected will be returned and shall be done so at the Contractor's sole risk and expense.

F. **Quantity/Price.** The quantity of materials ordered and/or the prices specified must not be exceeded without written authority from Toho's Procurement Director.

G. **Patent/Copyright Hold Harmless.** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device that is the subject of patent rights or copyrights. The Contractor shall at its own expense, hold harmless and defend Toho against any claim, suit, or proceeding brought against Toho that is based upon a claim, whether rightful or otherwise, that the goods or services or any part thereof, furnished under this Agreement constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against Toho to include

legal fees.

H. **Packing.** If awarded an Agreement, invoices and packages lists must clearly be marked with shipper's name, address, Agreement Number, and Purchase Order Number (if applicable). Charges are not allowed for boxing, crating, or special deliveries unless previously agreed upon writing.

I. **Delivery.** All goods and other materials must be shipped F.O.B. Destination with transportation charges prepaid. If Toho agrees in writing, freight charges may be prepaid by the Contractor and listed on the invoice; however, the Contractor retains title and assumes all responsibility, liability, and risk in transit and shall be responsible for the filing of claims for loss or damages. Toho reserves the right to cancel this order and purchase elsewhere if the Contractor fails to meet the delivery date specified in the Agreement (or Purchase Order, if applicable). Deliveries shall be made between 7:00a.m. and 3:30p.m. Monday through Friday, excluding holidays, unless otherwise stipulated.

J. **Material Safety Data Sheet.** As necessary, the Contractor agrees to furnish Toho with a current Material Safety Data Sheet (**"MSDS"**) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments.

K. **OSHA Requirement.** The Contractor hereby guarantees Toho that all materials, supplies, and equipment as listed in the Agreement (or on the resulting Purchase Order, if applicable) shall meet the requirements, specifications, and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970 as from time to time amended and in force at date thereof.

L. **Inspection/Acceptance.** All goods and/or services provided through this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of Toho. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.

M. **Warranty.** The Contractor agrees to provide a full warranty to Toho for all good and materials that it provides hereunder for a minimum of one full year following the date of delivery or completion of services. In the event that the Contractor is called to perform warranty work, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. The manufacturer's warranty on materials received and installed shall extend for the full warranty period.

N. **Default.** In the case of default by the Contractor or failure to deliver the supplies or services ordered by the time specified, Toho after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.

O. **Variation in Quantity.** Toho assumes no liability for material produced, processed, or shipped in excess of the amount specified herein.

SECTION 36. ENTIRE AGREEMENT. This Agreement and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. In regard to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises,

covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

A.C. SCHULTES OF FLORIDA, INC.

By: _____

Print Name: Gregory Schultes

Title: Vice President

Date: 2/12/2025

Attest: _____

Print Name: Jeff DeMatte

Title: Secretary / Treasurer

Address: 11865 US Hwy 41 South
Gibsonton, FL 33534

Date: 2/12/2025

TOHOPEKALIGA WATER AUTHORITY

By: _____

Print Name: HENRY THACKER

Title: BOARD CHAIRMAN

Date: MARCH 12, 2025

Attest: _____

Print Name: DAVE ASKEW

Title: ASSISTANT SECRETARY

Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Date: MARCH 12, 2025

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or [ ] online notarization, this 12th day of February, 2025, by Gregory Schultes as Vice President of A.C Schultes of Florida, Inc., a Florida Profit Corporation, on behalf of the company, who ☑ is personally known to me OR [ ] has produced _____ as identification.

Notary Signature: Anna Cominski

Print Name: Anna Cominski

My Commission No.: HH248646

My Commission Expires: 4/4/2026

(Stamp)

ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

IFB-25-004-01
FIRST AMENDMENT TO THE AGREEMENT FOR MAINTENANCE AND REPAIR OF WATER WELLS AND WATER PUMPS

THIS FIRST AMENDMENT (the **"First Amendment"**) is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (**"Toho"**) and **A.C. SCHULTES OF FLORIDA, INC.**, a Florida profit corporation with a principal address of 11865 US Highway 41 South, Gibsonton, FL 33534, (**"Contractor"**). Toho and the Contractor may be individually referred to as a **"Party"** or collectively as the **"Parties"**.

A. **Renewal of Agreement.** The agreement numbered **IFB-25-004-01** (the **"Agreement"**) and dated March 12, 2025, which expires on February 11, 2026, is hereby renewed for a period of one additional one-year term pursuant to Section 2 of the Agreement. The term of this renewal shall begin on February 12, 2026, and expire on February 11, 2027, (the "**Renewal Term**"). There is one more option to renew this agreement between the Parties for another period of one additional one-year term remaining.

B. **Change in Compensation.** Notwithstanding any provision to the contrary in the Agreement, the total compensation owed to the Contractor during the Renewal Term shall be determined based on Toho's usage of the Contractor and shall not exceed $600,000.00 (the **"Not to Exceed Amount"**) for the cumulative cost of services of the Contractor and the Additional Contractor.

C. **Anti-Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as Attachment A to Toho.

D. **Full Force and Effect; Conflicts.** This First Amendment shall be effective upon execution by both parties. Except as otherwise stated herein, the terms and conditions of the Agreement, as may be previously amended, shall remain in full force and effect during the Renewal Term. In the event of a conflict between this First Amendment and the Agreement, this First Amendment shall prevail. The Agreement, as amended, represents the full and complete understanding and agreement between the Parties.

SIGNATURES ON FOLLOWING PAGE

By their duly authorized representatives, the Parties have executed this First Amendment.

A.C. SCHULTES OF FLORIDA, INC.

By: _____
Print Name: Gregory Schultes
Title: Vice President

Attest: _____
Print Name: Jeff DeMatte
Title: Secretary

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: ~~Henry Thacker~~ RACHEL WHELCHEL
Title: ~~Chairman Board of Supervisors~~ VICE

Attest: _____
Print Name: Tom White
Title: Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of November, 2025 by Gregory Schultes, as Vice President of A.C Schultes of Florida, Inc., a Florida profit corporation on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

Anna Cominski
Signature of Notary Public
Anna Cominski
Name of Notary Typed, Printed or Stamped
My Commission Expires: 4/4/26

Attachment A
Human Trafficking Affidavit

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority **("Toho")**, must complete the following form. The terms **"Contract"** and **"Agreement"** may be used interchangeably.

Nongovernmental Entity Name	AC Schultes, Inc.
Solicitation/Contract Number(s):	IFB-25-004-01

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature: _____

Printed Name: Gregory Schultes

Title: Vice President

Date: 11/06/2025

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of November, 2025, by Gregory Schultes, as Vice President on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced _____ as identification.

Anna Cominski
Signature of Notary Public
Anna Cominski
Name of Notary Typed, Printed or Stamped
My Commission Expires: 4/4/26

ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

Toho Water Authority
Bringing you life's most precious resource

DOCUMENT PROCESSING FORM

Date: 12/17/25 Requester Name: Mursal Mzee

Department: Procurement Service Extension: 407 473 2931

Title of Document: Maintenance & Repair of Water Wells

Project Number: IFB-25-004-01 Project Name: ____

Step 1 - Document Type:	Step 2 - Required Actions/Supporting Documents:
☐ Sub-Metering Agreement	
☐ Lift Station Closing	
☐ Recoverable License Agreement	
☐ Notice of Satisfaction	☐ Customer Account Ledger attached
☐ Notice of Lien	☐ Letter to Customer re Lien Issue attached ☐ Customer Account Ledger attached ☐ **Signed Promissory Note from Customer attached**
☐ Developer Service Agreement	☐ DSA Checklist (signed) attached
☐ Other: ____	☐ List **any** required pre-actions/supporting information:
☑ BOARD DOCUMENTS (Board signatures required)	☑ Board Meeting Date: 12/17/25 Agenda Item # 7H ☐ Board Already Delegated Authority? Date provided: ____
☑ HUMAN TRAFFICKING AFFIDAVIT – **Required** for Agreements and Contracts (check to confirm Affidavit is attached)	
Step 3 - Sign Off Panel: attached document has been reviewed/approved for CEO/Board signature.	
Department Sign-Off:	
Legal Owner/Parcel ID checked:	
General Counsel Sign-Off:	
Step 4 - Actions Post CEO/Board Signature	
☐ Attest/Notary Required	
☐ Executed Document to Legal for Recording (including ILAs):- ☐ Osceola ☐ Orange ☐ Polk	
☐ CEO-signed document Received for Recording:-____ Sent for Recording:- ____	
☐ Scan to Laserfiche & Notify Requestor	
☑ Return to Requestor	
Requestor Notes:	Legal Admin Notes:

IFB-25-004-01
FIRST AMENDMENT TO THE AGREEMENT FOR MAINTENANCE AND REPAIR OF WATER WELLS AND WATER PUMPS

THIS FIRST AMENDMENT (the **"First Amendment"**) is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (**"Toho"**) and **A.C. SCHULTES OF FLORIDA, INC.**, a Florida profit corporation with a principal address of 11865 US Highway 41 South, Gibsonton, FL 33534, (**"Contractor"**). Toho and the Contractor may be individually referred to as a **"Party"** or collectively as the **"Parties"**.

A. **Renewal of Agreement.** The agreement numbered **IFB-25-004-01** (the **"Agreement"**) and dated March 12, 2025, which expires on February 11, 2026, is hereby renewed for a period of one additional one-year term pursuant to Section 2 of the Agreement. The term of this renewal shall begin on February 12, 2026, and expire on February 11, 2027, (the "**Renewal Term**"). There is one more option to renew this agreement between the Parties for another period of one additional one-year term remaining.

B. **Change in Compensation.** Notwithstanding any provision to the contrary in the Agreement, the total compensation owed to the Contractor during the Renewal Term shall be determined based on Toho's usage of the Contractor and shall not exceed $600,000.00 (the **"Not to Exceed Amount"**) for the cumulative cost of services of the Contractor and the Additional Contractor.

C. **Anti-Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as Attachment A to Toho.

D. **Full Force and Effect; Conflicts.** This First Amendment shall be effective upon execution by both parties. Except as otherwise stated herein, the terms and conditions of the Agreement, as may be previously amended, shall remain in full force and effect during the Renewal Term. In the event of a conflict between this First Amendment and the Agreement, this First Amendment shall prevail. The Agreement, as amended, represents the full and complete understanding and agreement between the Parties.

SIGNATURES ON FOLLOWING PAGE

By their duly authorized representatives, the Parties have executed this First Amendment.

A.C. SCHULTES OF FLORIDA, INC.

By: _____
Print Name: Gregory Schultes
Title: Vice President

Attest: _____
Print Name: Jeff DeMatte
Title: Secretary

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: ~~Henry Thacker~~
Title: Vice Chairman Board of Supervisors

Attest: _____
Print Name: Tom White
Title: Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of November, 2025 by Gregory Schultes, as Vice President of A.C Schultes of Florida, Inc., a Florida profit corporation on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

Anna Cominski
Signature of Notary Public
Anna Cominski
Name of Notary Typed, Printed or Stamped
My Commission Expires: 4/4/26

Attachment A
Human Trafficking Affidavit

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority **("Toho")**, must complete the following form. The terms **"Contract"** and **"Agreement"** may be used interchangeably.

Nongovernmental Entity Name	AC Schultes, Inc.
Solicitation/Contract Number(s):	IFB-25-004-01

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature: _____

Printed Name: Gregory Schultes

Title: Vice President

Date: 11/06/2025

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of November, 2025, by Gregory Schultes, as Vice President on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced _____ as identification.

Anna Cominski
Signature of Notary Public
Anna Cominski
Name of Notary Typed, Printed or Stamped
My Commission Expires: 4/4/26

ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

Toho Water Authority
Bringing you life's most precious resource

DOCUMENT PROCESSING FORM

Date: 12/17/25 Requester Name: Mursal Mzee

Department: Procurement Service Extension: 407 473 2931

Title of Document: Maintenance & Repair of Water Wells

Project Number: IFB-25-004-01 Project Name: ____

Step 1 - Document Type:	Step 2 - Required Actions/Supporting Documents:
☐ Sub-Metering Agreement	
☐ Lift Station Closing	
☐ Recoverable License Agreement	
☐ Notice of Satisfaction	☐ Customer Account Ledger attached
☐ Notice of Lien	☐ Letter to Customer re Lien Issue attached ☐ Customer Account Ledger attached ☐ **Signed Promissory Note from Customer attached**
☐ Developer Service Agreement	☐ DSA Checklist (signed) attached
☐ Other: ____	☐ List **any** required pre-actions/supporting information:
☑ BOARD DOCUMENTS (Board signatures required)	☑ Board Meeting Date: 12/17/25 Agenda Item # 7H ☐ Board Already Delegated Authority? Date provided: ____
☑ HUMAN TRAFFICKING AFFIDAVIT – **Required** for Agreements and Contracts (check to confirm Affidavit is attached)	
Step 3 - Sign Off Panel: attached document has been reviewed/approved for CEO/Board signature.	
Department Sign-Off:	
Legal Owner/Parcel ID checked:	
General Counsel Sign-Off:	
Step 4 - Actions Post CEO/Board Signature	
☐ Attest/Notary Required	
☐ Executed Document to Legal for Recording (including ILAs):- ☐ Osceola ☐ Orange ☐ Polk	
☐ CEO-signed document Received for Recording:-____ Sent for Recording:- ____	
☐ Scan to Laserfiche & Notify Requestor	
☑ Return to Requestor	
Requestor Notes:	Legal Admin Notes:

SECTION 6
BID PRICING

DATE: 1/9/2025

Item	Description	Unit	Est. Quantity	Unit Cost	Extended Price
1	Pre-performance testing in accordance with Specifications	EA	12	$2,800.00	$33,600.00
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble and reinstall pump, etc., back into well, including site restoration	EA	6	$9,250.00	$55,500.00
3	Disinfection of water supply well in accordance with Specifications	EA	12	$2,800.00	$33,600.00
4	Post-performance testing in accordance with specifications	EA	12	$2,800.00	$33,600.00
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	12	$20,000.00	$240,000.00
6	Business hourly charge for well pump handling rig & crew	HR	120	$350.00	$42,000.00
7	Business hourly charge for service truck and crew	HR	120	$250.00	$30,000.00
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	80	$110.00	$8,800.00
9	Business hourly geophysical logging truck & operator for water quality testing	HR	48	$375.00	$18,000.00
10	After Hours/Emergency hourly charge for well pump handling rig and crew	HR	24	$370.00	$8,880.00
11	After Hours/Emergency hourly charge for service truck and crew	HR	12	$260.00	$3,120.00
12	After Hours/Emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	6	$140.00	$840.00
13	Labor and materials for closure of 4" well	Lump Sum	1	$9,400.00	$9,400.00

14	Labor and materials for closure of 8" well	Lump Sum	1	$15,000.00	$ 15,000.00
	TOTAL BASE BID:				$ 532,340.00
15	Fixed % Mark-Up for replacement parts (not to exceed 10%)	%			10 %

These estimated hours in the quantities column are for evaluation purposes only and do not reflect actual work hours.

All prices quotes are good for a period of 90 days.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

Emergency and Non- Emergency Contact Information:

Name: A.C. Schultes of Florida, Inc. / Gregory Schultes

Title: Vice President

Address:
11865 South U.S. Hwy 41 South

City: Gibsonton State: Florida Zip: 33534

Phone: 813-741-3010 Fax: N/A

Email: greg.acsfl@acschultes.com

[X] We do not take exception to the Scope of Work

[ ] We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

Toho reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of Toho.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name A.C. Schultes of Florida, Inc.

Address: 11865 S. US HWY 41

City: Gibsonton State: FL

Zip: 33534

Print Name Gregory Schultes Title: Vice President

Telephone: 813-741-3010 Fax: 813-741-3010 Email: Greg.acsfl@ACSchultes.com

Federal Tax ID #: 14-1871186

Authorized Signature Date: 1/8/25

Print Name Gregory Schultes

RECOMMENDATION FOR AWARD

Date: January 22, 2025

To: All Prospective Offerors

Issued By: Mursal Mzee, Procurement Coordinator

Subject: IFB-25-004 – Maintenance and Repair of Waterwells and Water Pumps

The Toho Water Authority has completed its review and evaluation of the bid submittals for the subject solicitation. The Procurement Services Department hereby provides notification of the intent to recommend the following firm for the award:

A.C. Schultes of Florida, Inc

All Webbs Enterprises Inc

The Authority appreciates the interest of all respondents in the subject solicitation and encourages participation in our future solicitations.

Any party having submitted a bid may protest the contract award by filing such a protest in writing to the Procurement Services Manager within seventy-two (72) hours of the posting of this Recommendation for Award.

IFB-25-004 Maintenance and Repair Services for Water Supply Wells and Well Pumps

Bid Tabulation Sheet

				AC Schutz of Fl		All Webbs Enterp		Layne Christensen	
Item #	**Description**	**UOM**	**Est. Qty.**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
1	Pre-performance testing in accordance with Specifications	EA	12	$ 2,800.00	$ 33,600.00	$ 2,500.00	$ 30,000.00	$ 9,720.00	$ 116,640.00
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, etc., back into well, including site restoration	EA	6	$ 9,250.00	$ 55,500.00	$ 30,000.00	$ 180,000.00	$ 37,260.00	$ 223,560.00
3	Disinfection of water supply well in accordance with Specifications	EA	12	$ 2,800.00	$ 33,600.00	$ 10,000.00	$ 120,000.00	$ 13,440.00	$ 161,280.00
4	Post-performance testing in accordance with specifications	EA	12	$ 2,800.00	$ 33,600.00	$ 2,500.00	$ 30,000.00	$ 9,720.00	$ 116,640.00
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	12	$ 20,000.00	$ 240,000.00	$ 25,000.00	$ 300,000.00	$ 33,000.00	$ 396,000.00
6	Hourly charge for well pump handling rig & crew	HR	120	$ 350.00	$ 42,000.00	$ 400.00	$ 48,000.00	$ 650.00	$ 78,000.00
7	Hourly charge for service truck & crew	HR	120	$ 250.00	$ 30,000.00	$ 300.00	$ 36,000.00	$ 500.00	$ 60,000.00
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	80	$ 110.00	$ 8,800.00	$ 100.00	$ 8,000.00	$ 250.00	$ 20,000.00
9	Business hourly charge geophysical logging truck & operator for water quality testing	HR	48	$ 375.00	$ 18,000.00	$ 500.00	$ 24,000.00	$ 1,400.00	$ 67,200.00
10	After hours/emergency hourly charge for well pump handling rig & crew	HR	24	$ 370.00	$ 8,880.00	$ 1,000.00	$ 24,000.00	$ 975.00	$ 23,400.00
11	After Hours/Emergency hourly charge for service truck & crew	HR	12	$ 260.00	$ 3,120.00	$ 800.00	$ 9,600.00	$ 750.00	$ 9,000.00
12	After hours/emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	6	$ 140.00	$ 840.00	$ 300.00	$ 1,800.00	$ 375.00	$ 2,250.00
13	Labor and materials for closure of 4" well	L.S.	1	$ 9,400.00	$ 9,400.00	$ 5,000.00	$ 5,000.00	$ 60,000.00	$ 60,000.00
14	Labor and materials for closure of 8" well	L.S.	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 100,000.00	$ 100,000.00
	Total Base Bid				$ 532,340.00		$ 831,400.00		$ 1,433,970.00
16	Fixed % Mark-Up for replacement parts (not to exceed 10%)	%		10%		10%		10%	

Offers from the vendors listed herein are the only offers received as of the stated opening date and time. **Boxed total price indicates apparent low bidder subject to evaluation and review before an intent to award is made.**

Maths error

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026
Agenda Item Name
Event Road Closure Request *Clermont Main Street*
Requested Action
Approve road closures for their upcoming Anime Market Events.
Staff Report
Clermont Main Street is requesting road closure approval for the following events that take place in downtown: **Events:** Anime Market — Saturday, April 25, 2026 *(8th St. Only)* Anime Market — Saturday, September 12, 2026 *(8th St. Only)* **Road Closures:** Anime Night Market - 2:00 PM until 9:30 PM at the following intersection: 8th Street from Montrose to W. Minneola
Additional Analysis
Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Application - Anime Night Market 4.25.26	Application - Anime Night Market 4.25.26.pdf
2. Application - Anime Night Market 9.12.26	Application - Anime Night Market 9.12.26.pdf
3. map	map.pdf

Print

Application for Special Events Permit - Submission #2958

Date Submitted: 2/5/2026

Application for Special Events Permit

Name of Event*
Anime

Date of Event*
4/25/2026
(Applications must be be submitted at least 60 days prior to the requested and no more than 24 months in advance of the rental date)

Dates of Event (If Multi-Day)
mm/dd/yyyy —
mm/dd/yyyy

Estimated Attendance*
1500

Briefly Describe the Event *
Vendors and a couple of food trucks selling items related to Anime.

mm/dd/yyyy
hh:mm am/pm

Event Start Time*
04:00 PM

Event End Time*
08:00 PM

Pre-Event Setup Time*
02:00 PM

Post-Event Cleanup Time:*
10:00 PM

Please list all alternative dates you would like in the event the chosen date is unavailable (if applicable)

Briefly Describe Event / Activity*
Vendors and a couple of food trucks selling items related to Anime.

Name of Organization / Applicant*
Clermont Main Street II

Check Type of Organization*
- [ ] Resident
- [ ] Non Resident (Must Provide Proof of Residency)
- [x] Non-Profit (Must Provide Tax Exemption Certificate)
- [ ] Business

Proof of Residency

Choose File No file chosen

Please provide proof of Residency (i.e. valid driver's license or City of Clermont water bill) *Please note that address must be within City limits to qualify for Resident rate*

Tax Exemption Certificate

CMS - FL Tax Exempt Certificate 2022-27.pdf

Event Contact*

Angelina Manfre-Affrunti

Address*

836 W Montrose St

City*

Clermont

State*

Fl

Zip Code*

34711

Phone*

9543033918

Email*

45amma@gmail.com

Location of Event on City Property*

Other (Please describe location)

If location selected is other, please describe here:

Downtown

Alcohol Served:*

- [ ] Yes
- [x] No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use:*

- [x] Yes
- [ ] No

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use:*

- [x] Yes
- [ ] No

Additional permits may be required based on use

Electrical Power Provided:

- [x] Generator
- [ ] Temporary Power Drop
- [ ] Property Power

Gas Fueled Equipment*

- [ ] Yes
- [x] No

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source:

- [ ] Propane
- [ ] Natural Gas
- [ ] Diesel Fuel
- [ ] Gasoline
- [ ] N/A

Cooking Equipment Use:*

- [x] Yes
- [ ] No

Cooking Types

- [x] Fryers
- [x] Propane Grill
- [x] Charcoal Grill
- [x] Concession Trailer
- [x] Food Trucks

Rides / Amusements*

- [ ] Yes
- [x] No

Types:

- [ ] Mechanical
- [ ] Bounce Houses
- [ ] Animals

Pyrotechnic / Firework Displays*

- [ ] Yes
- [x] No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division. The release of Sky Lanterns is not permitted under state law.

Streets to be Closed for Traffic Control*

- [x] Yes
- [ ] No

Written submission for road closure is required and will require city council approval.

Law Enforcement Stand-By Requested*

- [x] Yes
- [ ] No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Clermont Police Department may determine officers to be necessary upon review of application/

Fire Department Support Requested*

- [ ] Fire Boat
- [x] Fire / EMS Cart
- [ ] Public Education
- [ ] None

Fire Department Resources may be required by the City for certain events/activities at the expense of the applicant.

Sound / Music Devices*

- [x] DJ
- [ ] Band
- [x] Music Played on Speakers
- [ ] None

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices*

- [ ] Yes
- [x] No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event:*

- [x] Public
- [ ] Private

In another promoter/producer assisting with your event?*

- [ ] Yes
- [x] No

Will this event use other venues and/or municipalities such as Lake County?*

- [ ] Yes
- [x] No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event?*

- [ ] Yes
- [x] No

If Yes, please describe your water safety plan for review by the Clermont Fire Department.

Water Safety Plan (If Applicable)

Site Plan

2026 map.pdf

Please attach your site plan here - applications without a site plan will not be reviewed.

Map Template:

Waterfront Park

Map Template:

Victory Pointe

Special Event Fees

	Non-Profit / Resident Rate	Business / Non-Resident Rate	Special Instruction
Application Fee	$10	$10	Non-Refundable
Facility			
Highlander Amphitheater (Stage Only):			
Security Deposit	$200		Refundable
Rental Fee	$60 per hour	$120 per hour	2 Hour Minimum
Highlander Amphitheater and Building:			
Security Deposit:	$250		Refundable
Rental Fee	$120 per hour	$240 per hour	2 Hour Minimum
Waterfront Park Field (Field Only):			
Security Deposit:	$150		Refundable
Rental Fee:	$60 per hour	$120 per hour	2 Hour Minimum
Highlander Amphitheater, Building, & Waterfront Park Field			
Security Deposit:	$350		Refundable
Rental Fee:	$180 per hour	$360 per hour	2 Hour Minimum
Victory Pointe			
Security Deposit:	$150		Refundable
Rental Fee:	$25 per hour	$50 per hour	2 Hour Minimum
City Hall Park			
Security Deposit	$150		Refundable
Rental Fee	$25	$50	2 Hour Minimum
Additional Fees – To be Determined by City Staff			
Public Works Staff	$35 per hour		4 hour min, per staff member
Police Officer	$67.50 per hour		4 hour min, per officer
Fire / EMD Med Cart	$150 per hour		4 hour min, 2 staff min
Fire Boat in the Water	$300 per hour		Per Hour
Fire Inspector	$75 per hour		3 hour min

Resident / Non-Profit Rate is defined as:

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- An organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the

organization/business.

*Non-Profits must provide valid tax-exemption certificate.

Non-Resident / Business rate is defined as:

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits
    - Clermont Residents are not permitted to use 'Resident' status if the business is located outside of t city limits

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of $1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

Check below if you agree abide by the following:*

☑ Yes, I understand and consent to the below.

The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Check here to agree to the Indemnification, Insurance and Additional Costs*

☑ Yes, I have read and agree to abide by the rules and regulations outlined below.

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Check below if you agree abide by the following:*

☑ Yes, I understand and have reviewed the information below:

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars ($1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars ($2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars ($1,000,000) liability coverage. It may be in the range of two million to four million dollars ($2,000,000 - $4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars ($1,000,000) is required of all carnival, amusement, and bounce house companies.*
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars ($1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)
It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.
Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	**You will receive:**
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

For more details, please contact Events and Performing Arts Manager, Cory Cody

Print

Application for Special Events Permit - Submission #2962

Date Submitted: 2/5/2026

Application for Special Events Permit

Name of Event*
Anime

Date of Event*
9/12/2026
(Applications must be be submitted at least 60 days prior to the requested and no more than 24 months in advance of the rental date)

Dates of Event (If Multi-Day)
mm/dd/yyyy —
mm/dd/yyyy

Estimated Attendance*
1500

Briefly Describe the Event *
Vendors and a couple of food trucks selling Anime Products

mm/dd/yyyy
hh:mm am/pm

Event Start Time*
04:00 PM

Event End Time*
08:00 PM

Pre-Event Setup Time*
02:00 PM

Post-Event Cleanup Time:*
10:00 PM

Please list all alternative dates you would like in the event the chosen date is unavailable (if applicable)

Briefly Describe Event / Activity*
Vendors and a couple of food trucks selling Anime Products

Name of Organization / Applicant*
Clermont Main Street II

Check Type of Organization*
- [ ] Resident
- [ ] Non Resident (Must Provide Proof of Residency)
- [x] Non-Profit (Must Provide Tax Exemption Certificate)
- [ ] Business

Proof of Residency

Choose File No file chosen

Please provide proof of Residency (i.e. valid driver's license or City of Clermont water bill) *Please note that address must be within City limits to qualify for Resident rate*

Tax Exemption Certificate

CMS - FL Tax Exempt Certificate 2022-27.pdf

Event Contact*

Angelina Manfre-Affrunti

Address*

732 W Montrose St

City*

Clermont

State*

Fl

Zip Code*

34711

Phone*

9543033918

Email*

45amma@gmail.com

Location of Event on City Property*

Other (Please describe location)

If location selected is other, please describe here:

Downtown

Alcohol Served:*

- [ ] Yes
- [x] No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use:*

- [x] Yes
- [ ] No

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use:*

- [x] Yes
- [ ] No

Additional permits may be required based on use

Electrical Power Provided:

- [x] Generator
- [ ] Temporary Power Drop
- [x] Property Power

Gas Fueled Equipment*

- [ ] Yes
- [x] No

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source:

- [ ] Propane
- [ ] Natural Gas
- [ ] Diesel Fuel
- [ ] Gasoline
- [ ] N/A

Cooking Equipment Use:*

- [x] Yes
- [ ] No

Cooking Types

- [x] Fryers
- [x] Propane Grill
- [x] Charcoal Grill
- [x] Concession Trailer
- [x] Food Trucks

Rides / Amusements*

- [ ] Yes
- [x] No

Types:

- [ ] Mechanical
- [ ] Bounce Houses
- [ ] Animals

Pyrotechnic / Firework Displays*

- [ ] Yes
- [x] No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division. The release of Sky Lanterns is not permitted under state law.

Streets to be Closed for Traffic Control*

- [x] Yes
- [ ] No

Written submission for road closure is required and will require city council approval.

Law Enforcement Stand-By Requested*

- [x] Yes
- [ ] No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Clermont Police Department may determine officers to be necessary upon review of application/

Fire Department Support Requested*

- [ ] Fire Boat
- [x] Fire / EMS Cart
- [ ] Public Education
- [ ] None

Fire Department Resources may be required by the City for certain events/activities at the expense of the applicant.

Sound / Music Devices*

- [x] DJ
- [ ] Band
- [x] Music Played on Speakers
- [ ] None

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices*

- [ ] Yes
- [x] No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event:*

- [x] Public
- [ ] Private

In another promoter/producer assisting with your event?*

- [ ] Yes
- [x] No

Will this event use other venues and/or municipalities such as Lake County?*

- [ ] Yes
- [x] No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event?*

- [ ] Yes
- [x] No

If Yes, please describe your water safety plan for review by the Clermont Fire Department.

Water Safety Plan (If Applicable)

Site Plan

2026 map.pdf

Please attach your site plan here - applications without a site plan will not be reviewed.

Map Template:

Waterfront Park

Map Template:

Victory Pointe

Special Event Fees

	Non-Profit / Resident Rate	Business / Non-Resident Rate	Special Instruction
Application Fee	$10	$10	Non-Refundable
Facility			
Highlander Amphitheater (Stage Only):			
Security Deposit	$200		Refundable
Rental Fee	$60 per hour	$120 per hour	2 Hour Minimum
Highlander Amphitheater and Building:			
Security Deposit:	$250		Refundable
Rental Fee	$120 per hour	$240 per hour	2 Hour Minimum
Waterfront Park Field (Field Only):			
Security Deposit:	$150		Refundable
Rental Fee:	$60 per hour	$120 per hour	2 Hour Minimum
Highlander Amphitheater, Building, & Waterfront Park Field			
Security Deposit:	$350		Refundable
Rental Fee:	$180 per hour	$360 per hour	2 Hour Minimum
Victory Pointe			
Security Deposit:	$150		Refundable
Rental Fee:	$25 per hour	$50 per hour	2 Hour Minimum
City Hall Park			
Security Deposit	$150		Refundable
Rental Fee	$25	$50	2 Hour Minimum
Additional Fees – To be Determined by City Staff			
Public Works Staff	$35 per hour		4 hour min, per staff member
Police Officer	$67.50 per hour		4 hour min, per officer
Fire / EMD Med Cart	$150 per hour		4 hour min, 2 staff min
Fire Boat in the Water	$300 per hour		Per Hour
Fire Inspector	$75 per hour		3 hour min

Resident / Non-Profit Rate is defined as:

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- An organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the

organization/business.

*Non-Profits must provide valid tax-exemption certificate.

Non-Resident / Business rate is defined as:

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits
    - Clermont Residents are not permitted to use 'Resident' status if the business is located outside of t city limits

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of $1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

Check below if you agree abide by the following:*

☑ Yes, I understand and consent to the below.

The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Check here to agree to the Indemnification, Insurance and Additional Costs*

☑ Yes, I have read and agree to abide by the rules and regulations outlined below.

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Check below if you agree abide by the following:*

☑ Yes, I understand and have reviewed the information below:

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars ($1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars ($2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars ($1,000,000) liability coverage. It may be in the range of two million to four million dollars ($2,000,000 - $4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars ($1,000,000) is required of all carnival, amusement, and bounce house companies.*
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars ($1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)
It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

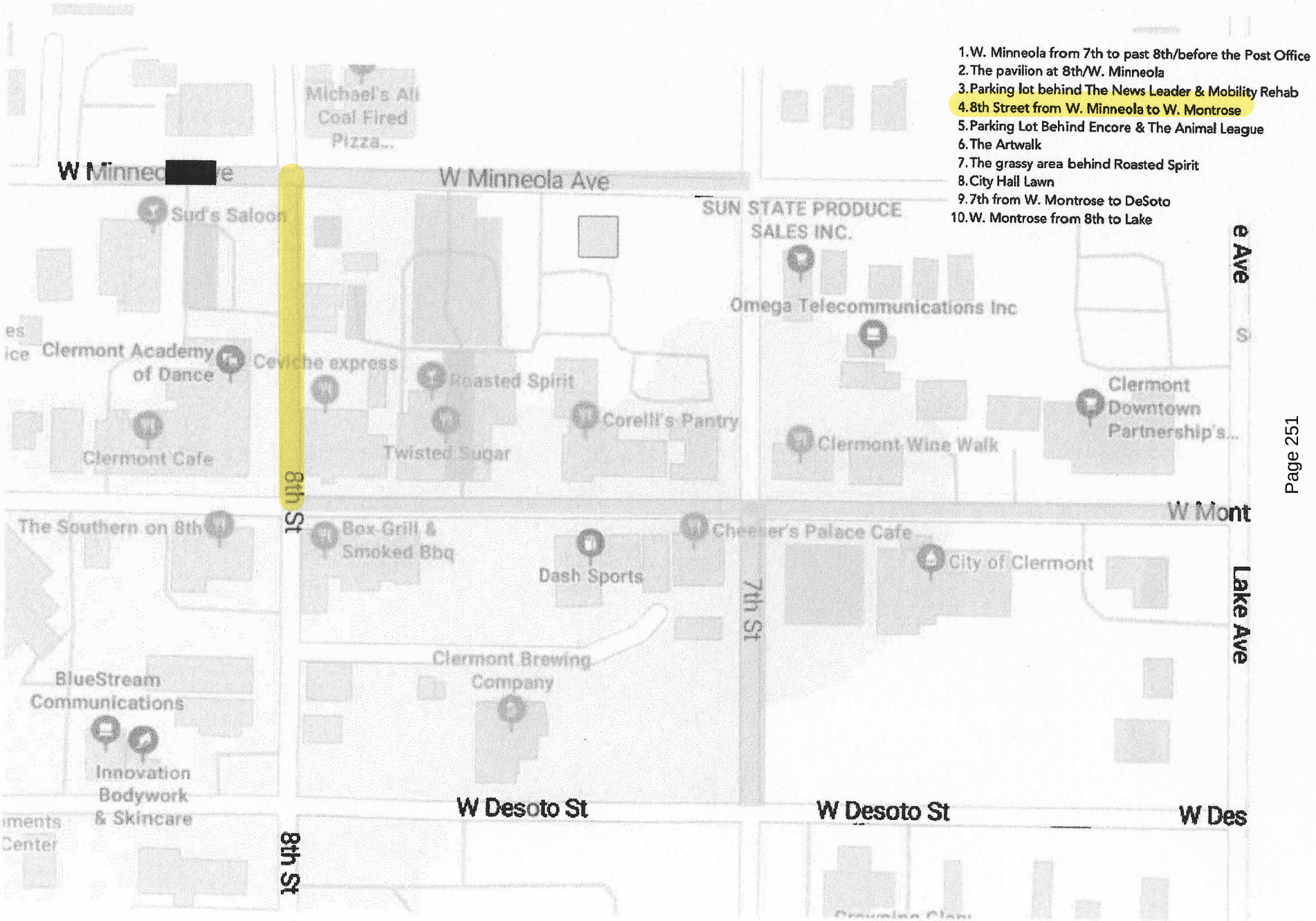
All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.
Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	**You will receive:**
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

For more details, please contact Events and Performing Arts Manager, Cory Cody


1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake
W Minneola Ave
Michael's All Coal Fired Pizza...
Sud's Saloon
SUN STATE PRODUCE SALES INC.
Omega Telecommunications Inc
Clermont Academy of Dance
Ceviche express
Roasted Spirit
Corelli's Pantry
Clermont Cafe
Twisted Sugar
Clermont Wine Walk
Clermont Downtown Partnership's...
8th St
W Mont
The Southern on 8th
Box Grill & Smoked Bbq
Dash Sports
Cheeser's Palace Cafe
City of Clermont
7th St
Lake Ave
Clermont Brewing Company
BlueStream Communications
Innovation Bodywork & Skincare
W Desoto St
W Desoto St
W Des
8th St

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026

Agenda Item Name
Event Road Closure Request *MARZ Event Mgmt.*

Requested Action
Approve the proposed road closure for the upcoming event, HER Radiance Rising Fest, taking place on Saturday, April 25, 2026.

Staff Report
MARZ Event Management is requesting road closure approval for the event, HER Radiance Rising Fest, taking place in Victory Pointe on Saturday, April 25, 2026, from 9 AM - 5 PM. Her Radiance Rising Fest is a full-day Central Florida retreat offering curated workshops designed to nourish the body, mind, and heart. Escape the daily hustle to reconnect with yourself and a supportive community, leaving you feeling grounded, refreshed, and renewed. The applicant is requesting the following road closure: Victory Way at West Minneola Ave from 7 AM until 7 PM.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Application - HER Radiance Rising Fest	Application - HER Radiance Rising Fest.pdf
2. Map - Road Closure	Map - Road Closure.png

Print

Application for Special Events Permit - Submission #2883

Date Submitted: 1/26/2026

Application for Special Events Permit

Name of Event*
HER Radiance Rising Fest

Date of Event*
4/25/2026

(Applications must be be submitted at least 60 days prior to the requested and no more than 24 months in advance of the rental date)

Dates of Event (If Multi-Day)
mm/dd/yyyy —
mm/dd/yyyy

Estimated Attendance*
500

Briefly Describe the Event *
Her Radiance Rising Fest is a full-day Central Florida retreat offering curated workshops designed to nourish the body, mind, and heart. Escape the daily hustle to reconnect with yourself and a supportive community, leaving you feeling grounded, refreshed, and renewed.

1/26/2026
10:45 AM

Event Start Time*
09:00 AM

Event End Time*
05:00 PM

Pre-Event Setup Time*
06:00 AM

Post-Event Cleanup Time:*
07:00 PM

Please list all alternative dates you would like in the event the chosen date is unavailable (if applicable)

Briefly Describe Event / Activity*
Her Radiance Rising Fest is a full-day Central Florida retreat offering curated workshops designed to nourish the body, mind, and heart. Escape the daily hustle to reconnect with yourself and a supportive community, leaving you feeling grounded, refreshed, and renewed.

Name of Organization / Applicant*
Marz Event Management

Check Type of Organization*

- [ ] Resident
- [ ] Non Resident (Must Provide Proof of Residency)
- [ ] Non-Profit (Must Provide Tax Exemption Certificate)
- [x] Business

Proof of Residency

Choose File No file chosen

Please provide proof of Residency (i.e. valid driver's license or City of Clermont water bill) *Please note that address must be within City limits to qualify for Resident rate*

Tax Exemption Certificate

Choose File No file chosen

Event Contact*

Maritza Rivera

Address*

15624 Charter Oaks Trail

City*

Clermont

State*

Florida

Zip Code*

34711

Phone*

5619514035

Email*

maritza@marzevents.com

Location of Event on City Property*

Victory Pointe

If location selected is other, please describe here:

Alcohol Served:*

- [ ] Yes
- [x] No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use:*

- [x] Yes
- [ ] No

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use:*

- [x] Yes
- [ ] No

Additional permits may be required based on use

Electrical Power Provided:

- [x] Generator
- [ ] Temporary Power Drop
- [x] Property Power

Gas Fueled Equipment*

- [ ] Yes
- [x] No

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source:

- [x] Propane
- [ ] Natural Gas
- [ ] Diesel Fuel
- [ ] Gasoline
- [ ] N/A

Cooking Equipment Use:*

- [x] Yes
- [ ] No

Cooking Types

- [ ] Fryers
- [ ] Propane Grill
- [ ] Charcoal Grill
- [ ] Concession Trailer
- [x] Food Trucks

Rides / Amusements*

- [ ] Yes
- [x] No

Types:

- [ ] Mechanical
- [ ] Bounce Houses
- [ ] Animals

Pyrotechnic / Firework Displays*

- [ ] Yes
- [x] No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division. The release of Sky Lanterns is not permitted under state law.

Streets to be Closed for Traffic Control*

- [ ] Yes
- [x] No

Written submission for road closure is required and will require city council approval.

Law Enforcement Stand-By Requested*

- [ ] Yes
- [x] No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Clermont Police Department may determine officers to be necessary upon review of application/

Fire Department Support Requested*

- [ ] Fire Boat
- [ ] Fire / EMS Cart
- [ ] Public Education
- [x] None

Fire Department Resources may be required by the City for certain events/activities at the expense of the applicant.

Sound / Music Devices*

- [ ] DJ
- [ ] Band
- [x] Music Played on Speakers
- [ ] None

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices*

- [ ] Yes
- [x] No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event:*

- [x] Public
- [ ] Private

In another promoter/producer assisting with your event?*

- [x] Yes
- [ ] No

Will this event use other venues and/or municipalities such as Lake County?*

- [ ] Yes
- [x] No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event?*

- [ ] Yes
- [x] No

If Yes, please describe your water safety plan for review by the Clermont Fire Department.

Water Safety Plan (If Applicable)

Site Plan

Choose File No file chosen

Please attach your site plan here - applications without a site plan will not be reviewed.

Map Template:

Waterfront Park

Map Template:

Victory Pointe

Special Event Fees

	Non-Profit / Resident Rate	Business / Non-Resident Rate	Special Instruction
Application Fee	$10	$10	Non-Refundable
Facility			
Highlander Amphitheater (Stage Only):			
Security Deposit	$200		Refundable
Rental Fee	$60 per hour	$120 per hour	2 Hour Minimum
Highlander Amphitheater and Building:			
Security Deposit:	$250		Refundable
Rental Fee	$120 per hour	$240 per hour	2 Hour Minimum
Waterfront Park Field (Field Only):			
Security Deposit:	$150		Refundable
Rental Fee:	$60 per hour	$120 per hour	2 Hour Minimum
Highlander Amphitheater, Building, & Waterfront Park Field			
Security Deposit:	$350		Refundable
Rental Fee:	$180 per hour	$360 per hour	2 Hour Minimum
Victory Pointe			
Security Deposit:	$150		Refundable
Rental Fee:	$25 per hour	$50 per hour	2 Hour Minimum
City Hall Park			
Security Deposit	$150		Refundable
Rental Fee	$25	$50	2 Hour Minimum
Additional Fees – To be Determined by City Staff			
Public Works Staff	$35 per hour		4 hour min, per staff member
Police Officer	$67.50 per hour		4 hour min, per officer
Fire / EMD Med Cart	$150 per hour		4 hour min, 2 staff min
Fire Boat in the Water	$300 per hour		Per Hour
Fire Inspector	$75 per hour		3 hour min

Resident / Non-Profit Rate is defined as:

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- An organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the

organization/business.

*Non-Profits must provide valid tax-exemption certificate.

Non-Resident / Business rate is defined as:

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits
    - Clermont Residents are not permitted to use 'Resident' status if the business is located outside of t city limits

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of $1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

Check below if you agree abide by the following:*

☑ Yes, I understand and consent to the below.

The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Check here to agree to the Indemnification, Insurance and Additional Costs*

☑ Yes, I have read and agree to abide by the rules and regulations outlined below.

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Check below if you agree abide by the following:*

☑ Yes, I understand and have reviewed the information below:

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars ($1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars ($2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars ($1,000,000) liability coverage. It may be in the range of two million to four million dollars ($2,000,000 - $4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars ($1,000,000) is required of all carnival, amusement, and bounce house companies.*
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars ($1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)
It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

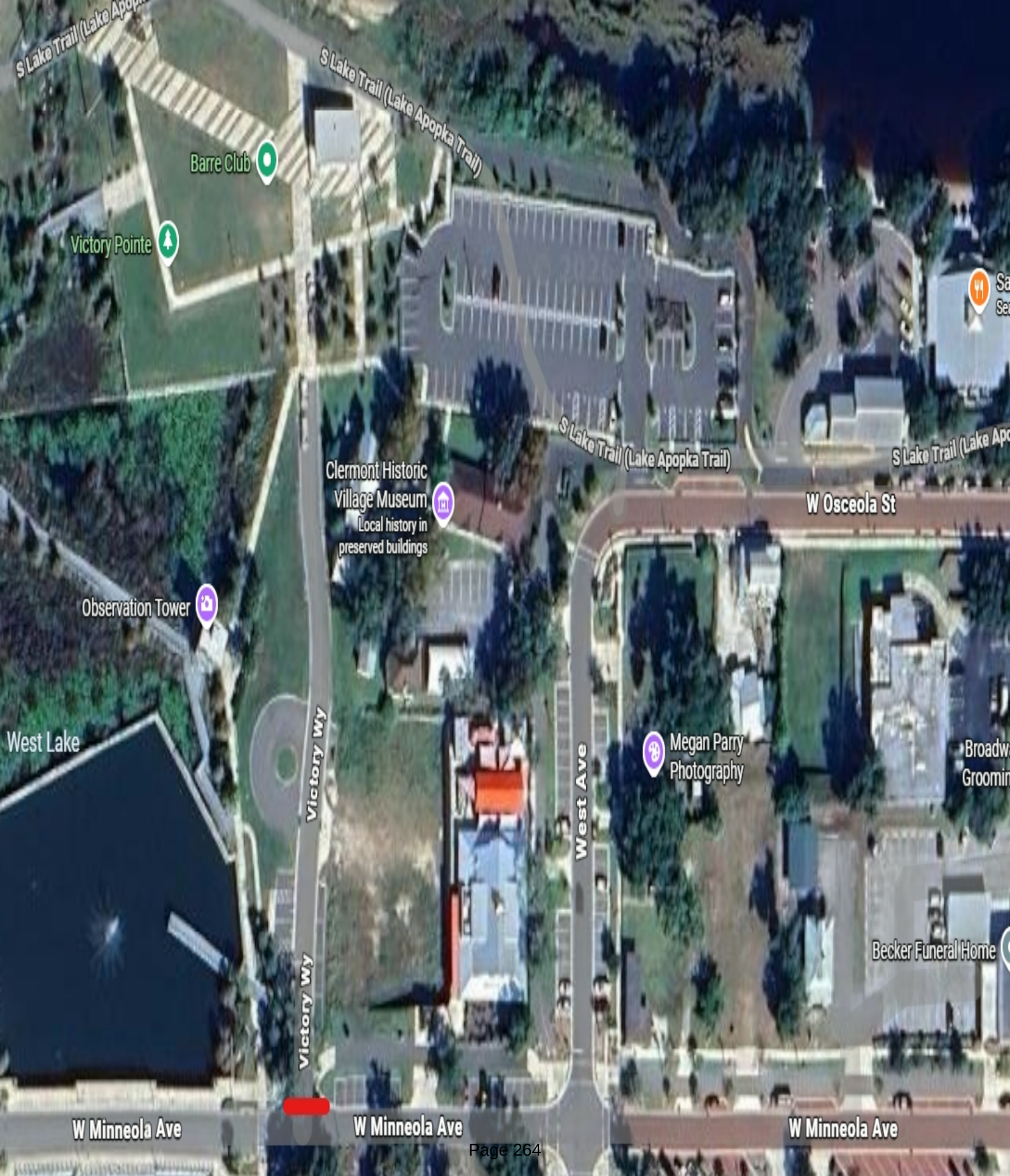
All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.
Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	**You will receive:**
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

For more details, please contact Events and Performing Arts Manager, Cory Cody


S Lake Trail (Lake Apopka Trail)
Barre Club
Victory Pointe
S Lake Trail (Lake Apopka Trail)
Clermont Historic Village Museum
Local history in preserved buildings
W Osceola St
Observation Tower
West Lake
Victory Wy
West Ave
Megan Parry Photography
Becker Funeral Home
W Minneola Ave
W Minneola Ave
W Minneola Ave

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026
Agenda Item Name
Ordinance No. 2026-013 *Final* *Certified Recovery Residences*
Requested Action
Approval Ordinance No. 2026-013 - Certified Recovery Residences
Staff Report
City staff is proposing an amendment to the Land Development Codes in order to align with new state laws regarding the review and approval processes for certified recovery residences. On June 25, 2025, Senate Bill 954 was signed by the Governor, amending Section 397.487, Florida Statutes, effective July 1, 2025. Section 397.487, of the Florida Statutes, was amended to require local governments in the State of Florida to formalize and streamline the review and approval process for applicants seeking reasonable accommodation from local land use regulations to establish certified recovery residences. If the amendment is approved, a new article under Chapter 125 of the City's Land Development Codes, entitled Zoning, would be created specifically for certified recovery residences to ensure consistency with the requirements in Section 397.487, Florida Statutes. The proposed Ordinance outlines the definition, submission, processing and review criteria for certified recovery residences. *The Planning and Zoning Commission recommended approval as presented, 6-0.* Staff recommends approval of Ordinance 2026-013.
Additional Analysis
Fiscal Impact Summary
No impact on the current operating budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord 2026-013 Recovery Residences (03.03.2026)	Ord 2026-013 Recovery Residences (03.03.2026).pdf
2. 2026-013 Legal Ad Cert Rec Res CC	2026-013 Legal Ad Cert Rec Res CC.docx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 125, TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF RECOVERY RESIDENCES PURSUANT TO AMENDED SECTION 397.487, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, on June 25, 2025, Senate Bill 954 was signed by the Governor, amending Section 397.487(15)(a), Florida Statutes, effective July 1, 2025, which requires local governments in the State of Florida to formalize and streamline the review and approval process for applicants seeking reasonable accommodation from local land use regulations to establish "certified recovery residences"; and

WHEREAS, the City of Clermont desires to amend Chapter 125 of the City Code to ensure consistency with the "certified recovery residences" requirements in Section 397.487(15)(a), Florida Statutes; and

WHEREAS, the passage of this ordinance is intended to ensure that the City of Clermont is in compliance with Section 397.487(15)(a), Florida Statutes; and

WHEREAS, the City of Clermont finds that this Ordinance is in the best interest and welfare of the residents of the city.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA:

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2: AMENDING CHAPTER 125, "ZONING"

The Code of Ordinances of the City of Clermont, Florida, Chapter 125, "Zoning" is hereby amended by adding Article VII, "Certified Recovery Residences", which reads as follows:

ARTICLE VII. - CERTIFIED RECOVERY RESIDENCES

Sec. 125-620. – Purpose and Intent

The purpose of this Article is to establish procedures for the review and approval of certified recovery residences within the City, in accordance with Section 397.487, Florida Statutes, and in a manner consistent with applicable federal and state laws, including but not limited to: the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.), Title II of the Americans with

Disabilities Act of 1990 (42 U.S.C. §§ 12131 et seq.), and Section 397.487, Florida Statutes (collectively referred to herein as "Applicable Laws").

Sec. 125-621 – Definitions.

Certified Recovery Residence means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

(a) A Level I Certified Recovery Residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety, and is democratically run by the members who reside in the home.

(b) A Level II Certified Recovery Residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.

(c) A Level III Certified Recovery Residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.

(d) A Level IV Certified Recovery Residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence, and all licensable services are provided offsite.

Certified Recovery Residence Administrator means a recovery residence administrator who holds a valid certificate of compliance.

Community Housing means a certified recovery residence offered, referred to, or provided by a licensed service provider to individuals who are required to reside at the residence while receiving intensive outpatient or higher levels of outpatient care. Such housing is classified as a Level IV recovery residence, consistent with the level of support defined in Section 397.311(5), Florida Statutes.

Credentialing entity means an organization approved by the Florida Department of Children and Families ("DCF") to issue and monitor recovery residence certifications under Section 397.487, Florida Statutes.

Licensed Service Provider means a public agency, private for-profit or not-for-profit agency, organization, physician, hospital, or other private practitioner that is licensed under Chapter 397, Florida Statutes, to provide substance abuse services through one or more licensed service components.

Sec. 125-622 – Applicability.

This Article applies to all certified recovery residences within the corporate limits of the City. Nothing herein shall be construed to permit the establishment of uncertified recovery residences or to waive compliance with other applicable laws.

Sec. 125-623. – Certification Requirement.

(a) No recovery residence shall be established or operated within the City unless it is certified by a DCF-approved credentialing entity under Section 397.487, Florida Statutes.

(b) Proof of current certification shall be provided at the time of zoning compliance review or upon request by the City.

(c) Failure to maintain certification shall be grounds for enforcement and may result in revocation of any previously granted reasonable accommodation.

Sec. 125-624. – Review and Approval Procedures.

(a) Certified recovery residences shall be treated as residential uses under applicable zoning classifications.

(b) Review shall ensure compliance with applicable building, fire, and life safety codes, and shall not impose spacing, occupancy, or operational restrictions that are inconsistent with other residential uses, except as allowed by law.

(c) The City Manager or City Manager's designee shall be responsible for reviewing applications.

Sec. 125-625. – Reasonable Accommodation Request Process.

(a) Pursuant to Section 397.487(15)(b), Florida Statutes, an applicant may request reasonable accommodation from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) Application. A request by an applicant for establishing a certified recovery residence under this Section shall be submitted in writing to the City Manager or City Manager's designee on an application form approved by the City. This form will be maintained by the City Manager or City Manager's designee, as amended from time to time. The application shall contain such questions and requests for information as necessary for processing the certified recovery residence application request, including the following:

(1) Submittal. A request by an applicant for the approval of a Certified Recovery Residence, or for reasonable accommodation from any of the City's land use regulations that may prohibit the establishment of a certified recovery residence, shall be submitted by the applicant, in writing, to the City Manager or City Manager's designee on a form prescribed by the City Manager or City Manager's designee. Upon receipt of the application, the City shall date-stamp the application and, if additional information is required, notify the applicant in writing within thirty (30) days after receipt of the application and allow the applicant at least thirty (30) days to respond.

(2) Application Content. The application shall contain such questions and requests for information as necessary for processing the Certified Recovery Residence application request, including the following:

a. Name and contact information of the applicant or the applicant's authorized representative; and

b. Property address, parcel identification number, description of the property, and a survey of the property; and

c. Consent of the current owner of the subject property, if the applicant is not the owner of the subject property; and

d. A letter of intent identifying the existing zoning district of the property, including any previously approved conditions or modifications;

e. Description of the accommodation requested and the specific regulation or policy from which relief is sought. Specific citation to the portion of the City Land Development Code from which the applicant seeks a reasonable accommodation and a statement of how the portion of the City's Land Development Code serves to prohibit the establishment of a certified recovery residence.

f. Confirm the general location of off-street parking.

(c) Submission and Processing. An application will be considered complete by the City Manager or City Manager's designee if it is submitted in the required form with all mandatory information and material. This provision does not preclude the identification and correction of information submitted by the applicant after an application is accepted.

(1) The City shall date-stamp each application upon receipt.

(2) If additional information is required, the City shall notify the applicant in writing within 30 days of receipt of the application and allow at least 30 days for the applicant to respond.

(3) If the applicant fails to respond to the request for additional information, the City Manager or City Manager's designee shall deny the request for relief upon the basis that it has been

deemed abandoned and/or withdrawn. No further action by the City concerning said relief request shall be required.

(d) Final Determination. The City shall issue a final written determination within 60 days of receiving a complete application. The City's determination shall:

(1) Approve the request in whole or in part, with or without conditions; or

(2) Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

(3) If a final written determination is not issued within 60 days after receipt of a completed application, the request shall be deemed approved, unless the applicant and the City mutually agree in writing to a reasonable extension of time.

(4) The City may establish additional procedures or submittal requirements consistent with federal and state law. Such procedures shall not conflict with Section 397.487, Florida Statutes, and shall not require public hearings beyond the minimum required by law.

Sec. 125-626. – Criteria

(a) The City shall apply the following criteria in considering a reasonable accommodation request for establishing a Certified Recovery Residence:

(1) Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.

(2) Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.

(3) Whether the requested accommodation would impose an undue financial or administrative burden on the City.

(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.

(5) If applicable, whether alternative reasonable accommodation could provide an equivalent level of benefit.

(6) Any other relevant criteria under applicable laws.

(7) That applicant adheres to all applicable state and federal laws relating to Certified Recovery Residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a Certified Recovery Residence.

(8) That the licensed service provider must have a paid certified employee on call during the time when individuals are at a Community Housing location, if applicable;

(9) That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 150 residents, shall maintain a service provider personnel to-patient ratio of 1 to 8 and an onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 10, for a Level IV certified recovery residence;

(10) That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 300 residents, shall maintain a service provider personnel to-patient ratio of 1 to 8 and maintain onsite supervision at the residence during times when residents are at the residence with a personnel-to resident ratio of 1 to 6.

Sec. 125-627. – Revocation of Granted Accommodation.

(a) The City may revoke a granted accommodation for cause, including but not limited to:

(1) Violation of conditions of approval;

(2) Lapse, revocation, or failure to maintain certification; or

(3) Operation inconsistent with the representations made in the application.

(b) A revoked accommodation may be reinstated if the cause for revocation is corrected within 180 days of the City's notice of revocation

Sec. 125-628. – Federal Law Compliance.

This Article does not relieve the City of its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not affecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March 2026.

CITY OF CLERMONT, FLORIDA

_____
Tim Murry, Mayor

ATTEST

_____
Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY

_____
Christian W. Waugh, City Attorney

LEGAL NOTICE

On Tuesday, March 24, 2026 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Code, Chapter 125 - Zoning.

ORDINANCE NO. 2026-013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 125, TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF RECOVERY RESIDENCES PURSUANT TO AMENDED SECTION 397.487, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

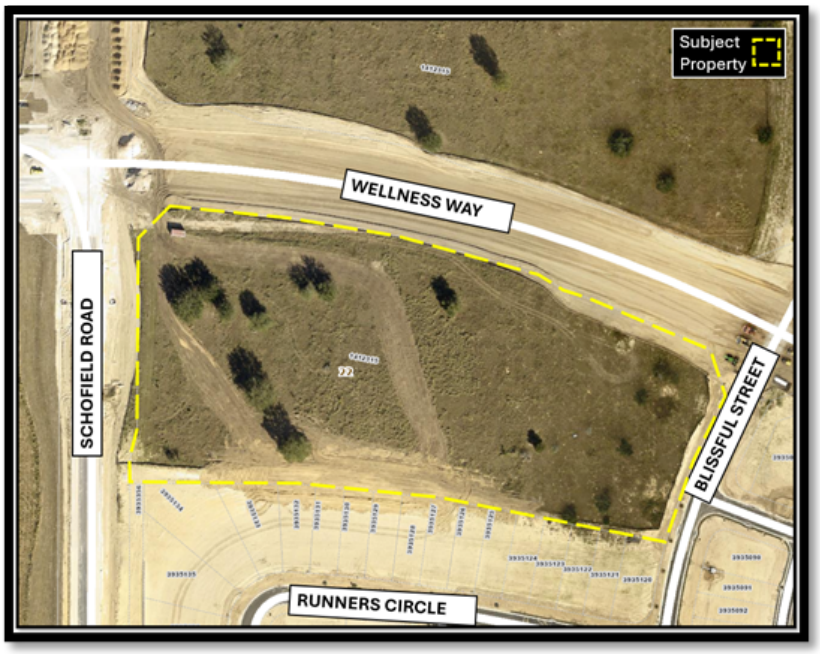
Daily Commercial
March 9, 2026

CITY OF CLERMONT

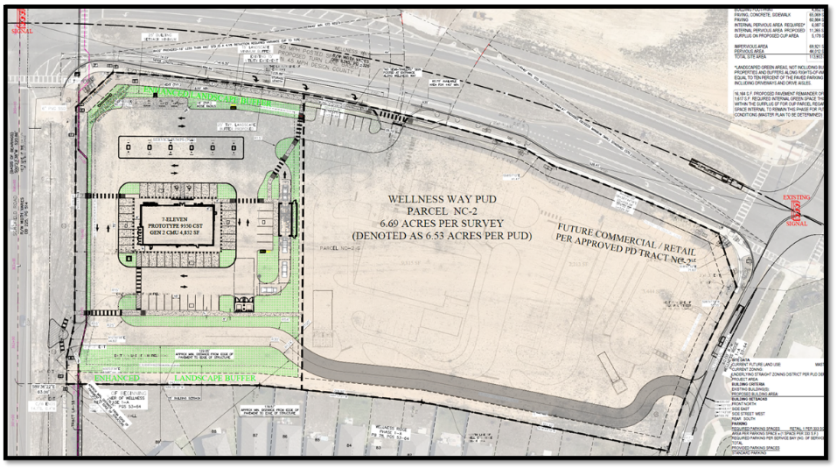
AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026
Agenda Item Name
Resolution No. 2025-037R *7-11 Wellness Way CUP*
Requested Action
Deny Resolution No. 2025-037R - 7-11 Wellness Way Conditional Use Permit.
Staff Report

The applicant, V3 Capital Group, is requesting a Conditional Use Permit to allow for a convenience store and gas station as the primary use and an ancillary car wash use. The subject parcel, approximately 6.69 +/- acres, is located at the southeast corner of the Wellness Way and Schofield Road intersection. The property is governed under the Wellness Ridge PUD, Ordinance NO. 2019-06.



The request would encompass the entirety of the subject parcel with the future intent to split off the proposed convenience store, gas station, and car wash during final site plan approval. The proposed use will be located on the west side of the subject parcel, with no proposed future tenants for the east side of the parcel at this time.



The proposed site is within the Wellness Way Neighborhood Center Land Use that is designated for C-1 Light Commercial uses that complement the adjacent residential uses. Convenience stores and gas stations are a conditional use under the C-1 Light Commercial use, Section 125-313. Car washes are not permitted under the C-1 Light Commercial District per Land Development Codes, Section 125-312 and are specifically prohibited by Ordinance NO. 2019-06, Section 5(2).

d. Employment District:
   i. Employment Districts are primarily designated for employment hubs with uses such as professional offices and institutional uses. Ancillary uses are permitted under the C-2 General Commercial use. Any development that is conditional under the C-2 General Commercial use shall require a Conditional Use Permit, unless prohibited below.
   ii. Prohibited uses are as follows,
      - Automobile and truck services, carwashes, and automobile, truck, boat and farm equipment sales.
      - Major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.

e. Neighborhood Center:
   i. A Neighborhood Center shall have a maximum of 140,000 square feet. Neighborhood Centers are primarily designated for C-1 Light Commercial uses that complement the adjacent residential uses. The uses permitted are the C-1 Light Commercial uses. The uses may include one grocery store up to 60,000 square feet, not to exceed a total maximum aggregate of 100,000 square feet in the shopping center on the northern Neighborhood Center. The southern Neighborhood Center may have up to 40,000 square feet, with any building over 16,000 square feet requiring a Conditional Use Permit. Any remaining square footage not developed in the Neighborhood Centers under the 140,000 square feet may be used in the Employment District.

A review of the current convenience store and gas station locations indicates that the majority of them are located along an arterial roadway, such as US 27 or SR 50, and they are located within the C-2 General Commercial zoning. Only one is located on a collector road at Hancock Road and Highland Ranch Boulevard. This was an exception that Council approved due to an existing entitlement granted under Lake County. In addition, a review of car wash locations indicates they are also located along arterial roadways, such as US 27 or SR 50. All of these uses are auto dependent and are more desirable along roadways with higher levels of service. The Neighborhood Center is more suited for walkability from the nearby residences and provides a variety of services that are less intense and dependent on vehicles.

The Wellness Way area plan was designed as a master planned community of approximately 15,000 acres with the focus on healthy communities, economic opportunities, and improved quality of life for its residents and visitors. It was designed with specific uses at specific locations with an intended outcome that is more than another suburbanized area that is prevalent in Central Florida. One goal is to provide high wage jobs while emphasizing health and wellness. The City adopted Wellness Design Standards in 2022, a set of form-based codes. While the original PUD was adopted prior to these standards, the applicant's request for a conditional use permit can be subjected to these standards. The proposed project does not meet several of the design standards. One such standard is 2.3.2, which requires buildings on corner parcels to be located up to and address the corner. Another standard is Table 2.2.2 that does not permit these uses (Services, Automotive) in the Neighborhood District. The

proposed convenience store, gas station, and car wash would be more appropriate in the Multi-Use District that fronts US 27.

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212 requires specific development standards that are required to be met. Staff has reviewed the application as submitted in accordance with the development criteria and finds the proposed use is in conflict with PUD Ordinance No. 2019-06, the Land Development Regulations for C-1 Light Commercial, and the Wellness Way Design Standards. The proposed use is not considered desirable at this particular location since there are several standards within the Wellness Way Design Standards and the City's Comprehensive Plan for the Neighborhood District that are in conflict. In addition, the character and type of development at this location is auto-dependent and does not reinforce the Neighborhood District's walkability for uses with the adjoining residential neighborhood. The right in and right out on Schofield Road, with comments from Lake County not allowing an access point from Wellness Way as indicated on the conceptual site plan, causes concern over ingress/egress from the site.

Action to date:
The Planning and Zoning Commission recommended denial, 5-0.
Following the P&Z meeting, the applicant requested a continuance to their application in order to address questions brought up by the Planning and Zoning Commission. The applicant made changes to the proposed plan and provided the updated concept plan to staff for review. Staff found the changes to be minor and included an increased landscape buffer on the south side of the property, the car wash was relocated to the east side of the project, and adjustments to the proposed access from Wellness Way were noted.

It was determined by staff that the changes were non-substantial. Staff has reviewed the updated plan and staff's recommendation of denial still stands based upon the analysis below. The primary issue is the proposed use is not considered desirable at this particular location, since there are several standards within the Wellness Way Design Standards and the City's Comprehensive Plan for the Neighborhood District that are in conflict.

Staff Recommendation:
Staff recommends denial of the Conditional Use Permit, Resolution NO. 2025-037R.

Additional Analysis	

Fiscal Impact Summary	

Fiscal Impact	**Fund Number and Description**	**Available Budget Amount**

Exhibits Attached (copies of original agreements)	
1. 2025-037R 7-11WW CUP (03.10.2026)	2025-037R 7-11WW CUP (03.10.2026).pdf
2. Location Map Aerial	Location Map Aerial.pdf
3. FLUC & ZD Maps	FLUC & ZD Maps.pdf
4. WW 7-11 Concept Plan	WW 7-11 Concept Plan.pdf
5. Elevations	Elevations.pdf
6. Enhanced Landscape Hardscape Plan	Enhanced Landscape Hardscape Plan.pdf
7. 7-11 Wellness Way TIS statement	7-11 Wellness Way TIS statement.pdf
8. Application Condensed	Application Condensed.pdf
9. Legal ad - 7-11 CC	Legal ad - 7-11 CC.pdf

CITY OF CLERMONT

RESOLUTION NO. 2025-037R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CONVENIENCE STORE, GAS STATION, AND CARWASH TO BE ALLOWED WITHIN THE WELLNESS WAY PLANNED UNIT DEVELOPMENT. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held October 7, 2025 recommended denial of this Conditional Use Permit to allow for a convenience store, gas station, and carwash in the Wellness Way Planned Unit Development; at the following location:

LOCATION:
Vacant parcel located at the southeast corner of
Wellness Way and Schofield Road intersection
(Alt. Key 1412315)
6.69 +/- acres

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 101-212 (c) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida, to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that:

This application for a Conditional Use Permit to allow for convenience store, gas station, and carwash in the Wellness Way Planned Unit Development; shall be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each condition herein set out.

2. Upon approval of the resolution, the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by an amendment and approval of the City of Clermont City Council.

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.

5. The Conditional Use Permit must be executed and processed by the Clermont City Clerk's office within 90 days of its date of grant by the City Council or the permit shall become null and void.

6. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.

7. The Fire Marshal shall inspect the structure for life safety requirements. All requirements must be in compliance prior to the issuance of any Certificate of Occupancy.

8. The City Building Inspector shall inspect the structure and all building code violations must be corrected prior to the issuance of any Certificate of Occupancy.

9. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

10. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

SECTION 2: LAND USE

1. The property is approved for a Conditional Use Permit to allow for a convenience store (not to exceed 5,000 square feet) with 6 gas fueling islands consisting of no more than 12 fueling positions and a single tunnel carwash as an ancillary use in the Wellness Way Planned Unit Development. The property shall be developed in substantial accordance with Exhibit A – Concept Site Plan prepared by 1828 Engineering, Inc, dated 2-27-2026.

2. The project shall be developed according to the Wellness Way design criteria, Section 125-464, of the Land Development Code.

3. The site may also be used for any permitted C-1 Light Commercial use that is in accordance with Ordinance No. 2019-06. All uses must adhere to the requirements of the Land Development Code.

SECTION 3: SPECIAL CONDITIONS

1. An enhanced landscape buffer shall be installed along the residential portion of the site on the south side of the project. The enhanced landscape buffer shall consist of 30% more planting within the landscape zone. All other landscaping must adhere to the requirements of the Land Development Code, as amended.

2. The project is approved for a zero (0) foot minimum building setback from east side internal lot line. All other setbacks must be adhered to.

SECTION 4: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

SECTION 5: SEVERABILITY

If any portion of this resolution is declared invalid, the invalidated portion shall be severed from the remainder of the resolution, and the remainder of the resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the resolution as a whole.

SECTION 6: ADMINISTRATIVE CORRECTION

This resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the city manager or designee, without need of public hearing, by filing a corrected copy of same with the city clerk.

SECTION 7: PUBLICATION AND AN EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of March 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

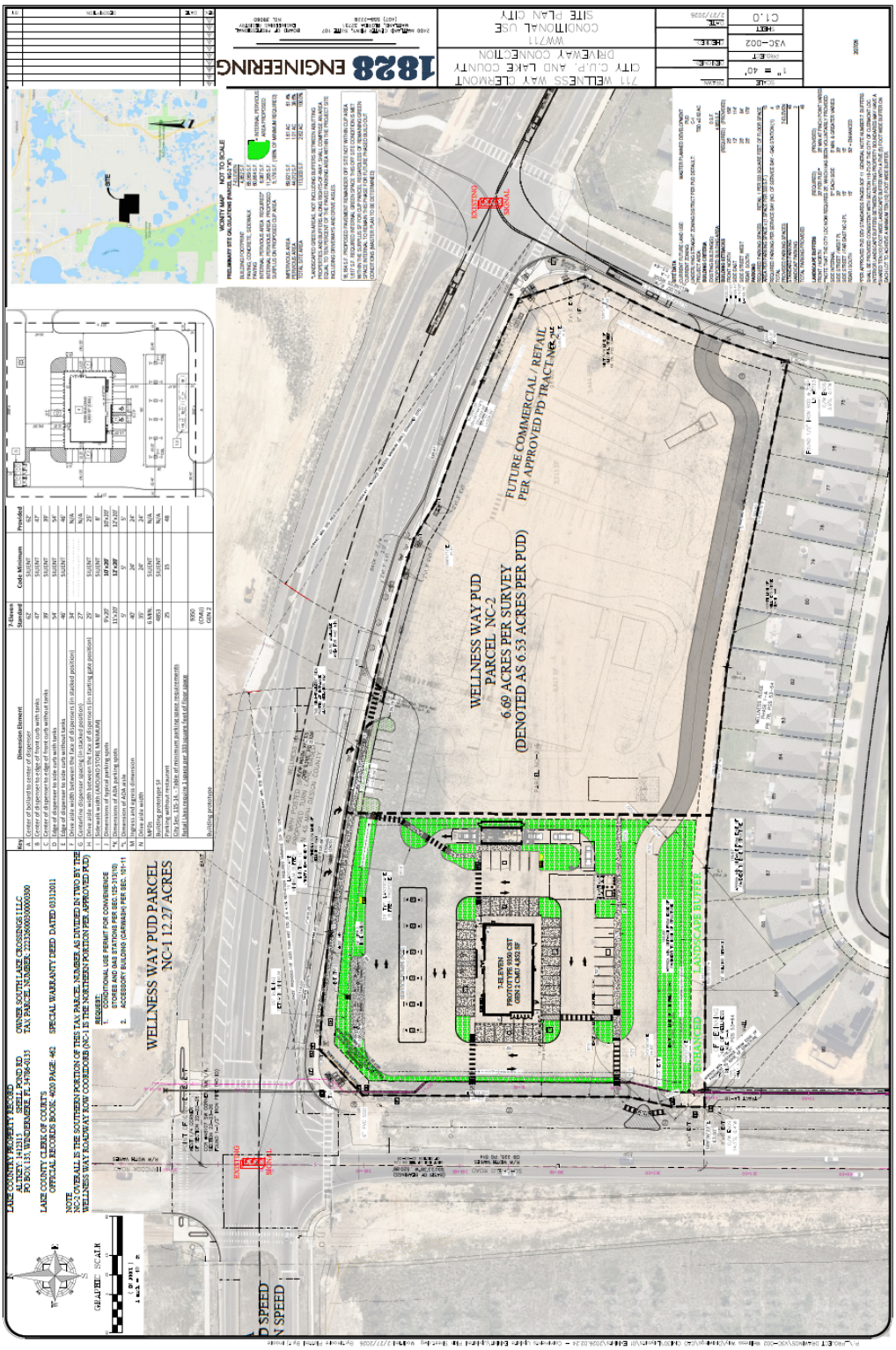
ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

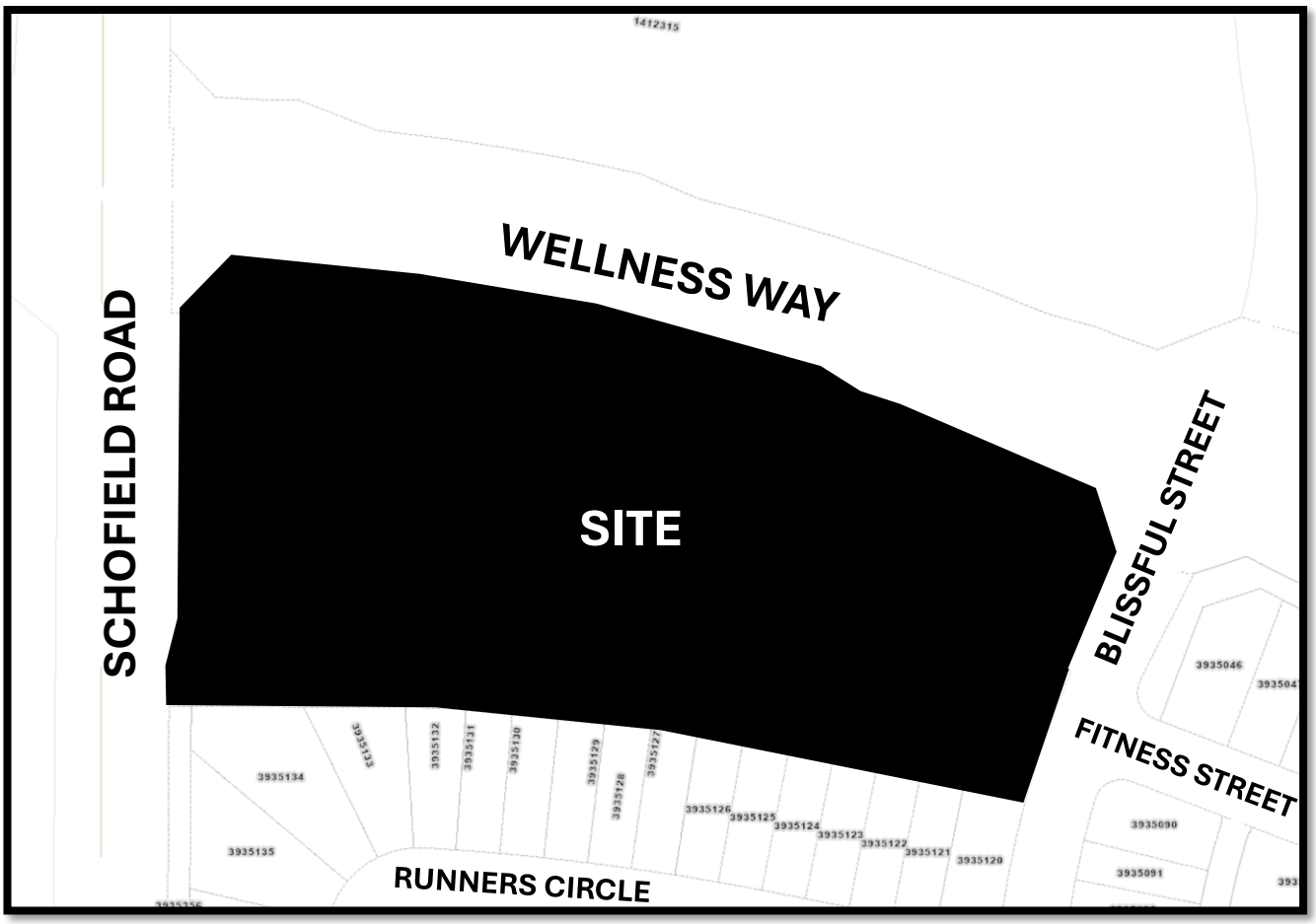
Approved as to form and legality:

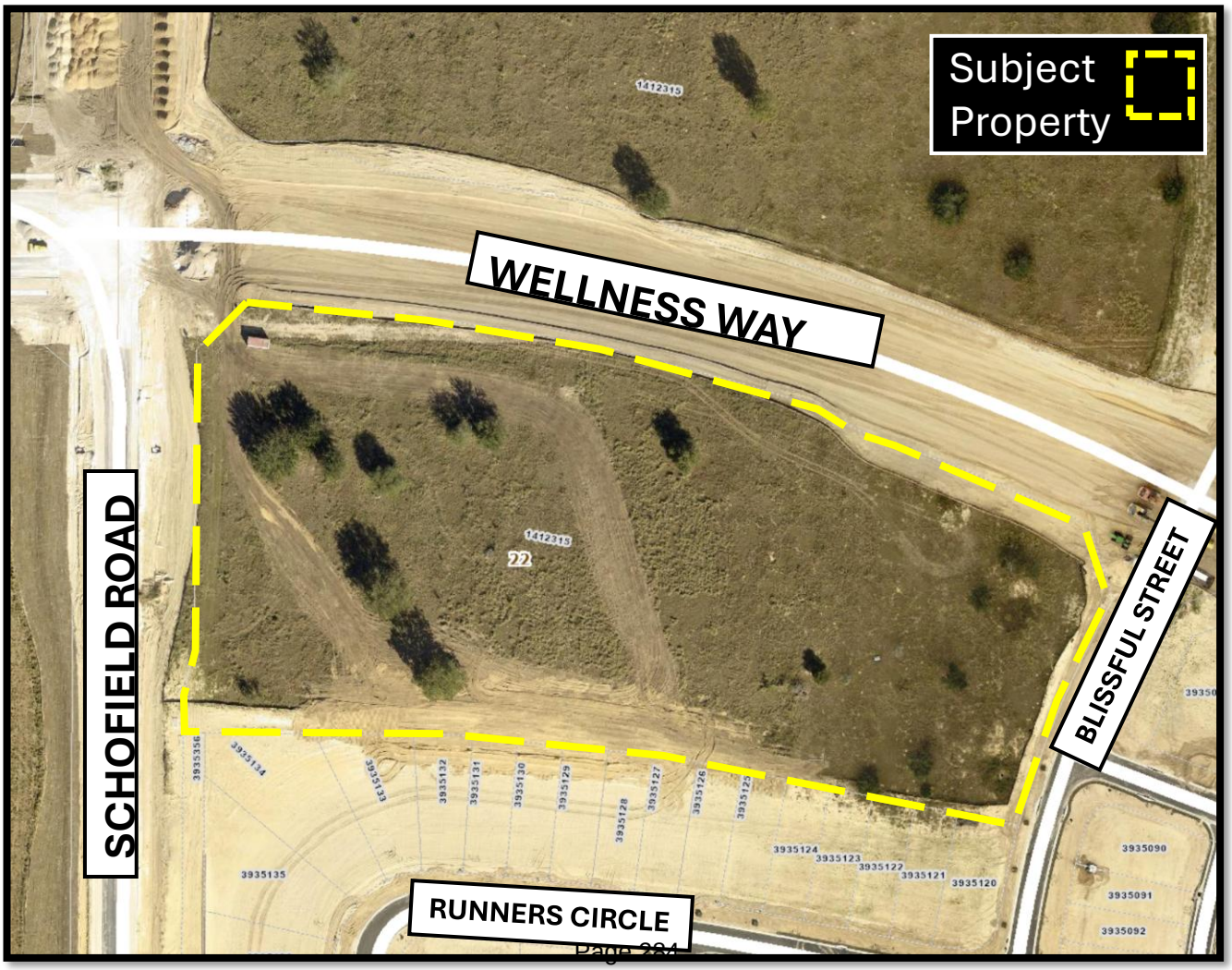
_____
Christian W. Waugh, City Attorney

EXHIBIT A

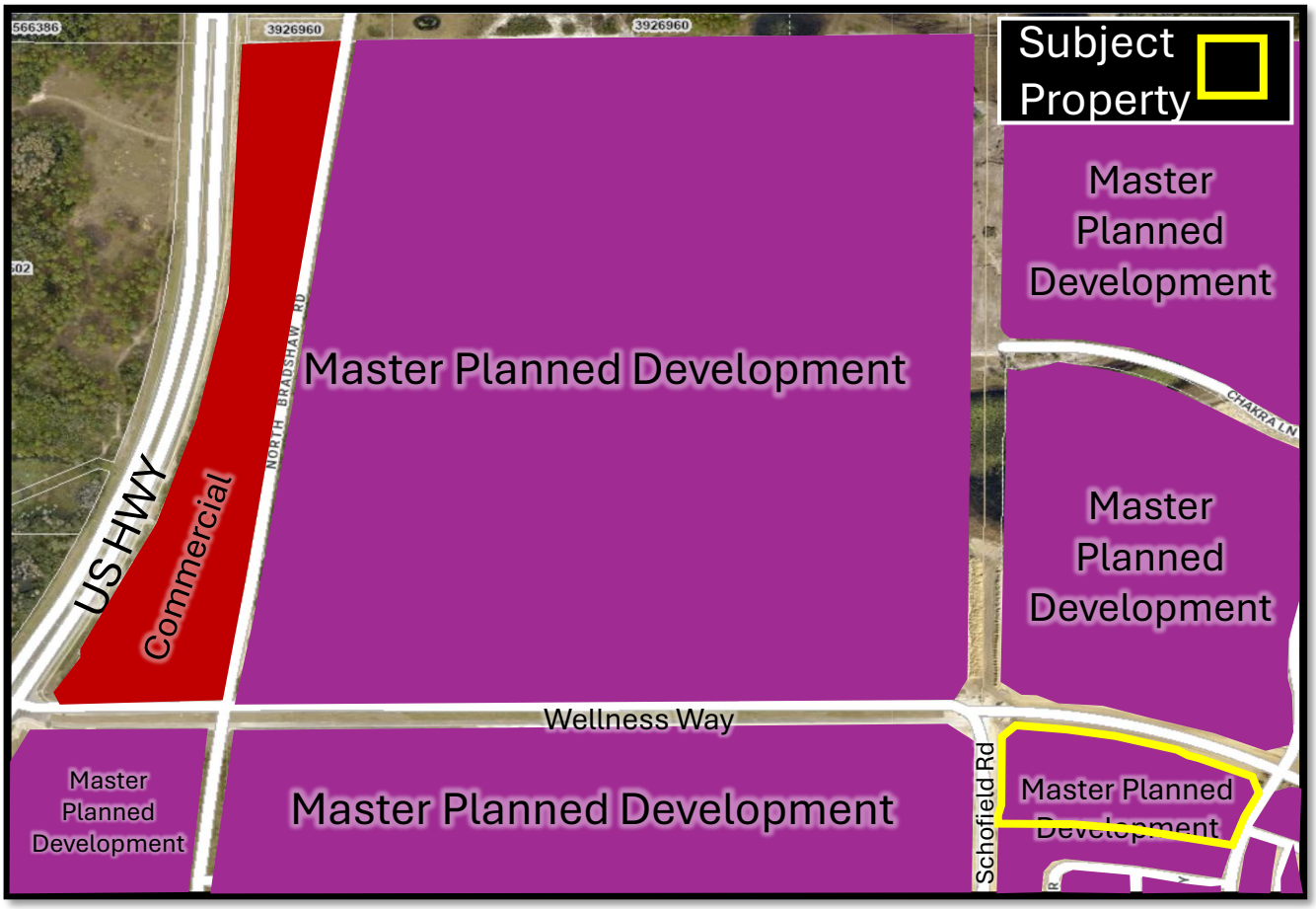

WELLNESS WAY PUD
PARCEL NC-2
6.69 ACRES PER SURVEY
(DENOTED AS 6.53 ACRES PER PUD)
FUTURE COMMERCIAL / RETAIL
PER APPROVED PD TRACT NC-1
WELLNESS WAY PUD PARCEL
NC-1 12.27 ACRES
1828 ENGINEERING
SITE PLAN - CITY
711 WELLNESS WAY CLERMONT
CITY C.U.P. AND LAKE COUNTY
CONDITIONAL USE
PREVEMAY CONNECTION
WW711
C1.0
V3C-002
LAKE COUNTY PROPERTY RECORD
OWNER SOUTH LAKE CROSSINGS LLC
TAX PARCEL NUMBER: 322536000300000100
SPECIAL WARRANTY DEED, DATED 03312011
LAKE COUNTY CLERK OF COURTS
OFFICIAL RECORDS BOOK: 4020 PAGE: 462
NOTE
NC-1 OVERALL IS THE SOUTHERN PORTION OF THIS TAX PARCEL NUMBER AS DIVIDED IN TWO BY THE
WELLNESS WAY ROADWAY ROW CORRIDOR (NC-1 IS THE NORTHERN PORTION PER APPROVED PUD)
PERMITTED:
2. CONDITIONAL USE PERMIT FOR CONVENIENCE
STORES AND GAS STATIONS PER SEC. 125-315(D)
ACCESSORY BUILDING (CARWASH) PER SEC. 101-11
EXISTING SIGNAL
ENHANCED LANDSCAPE BUFFER
SCALE
D SPEED
N SPEED

7-11 Wellness Way Location Map

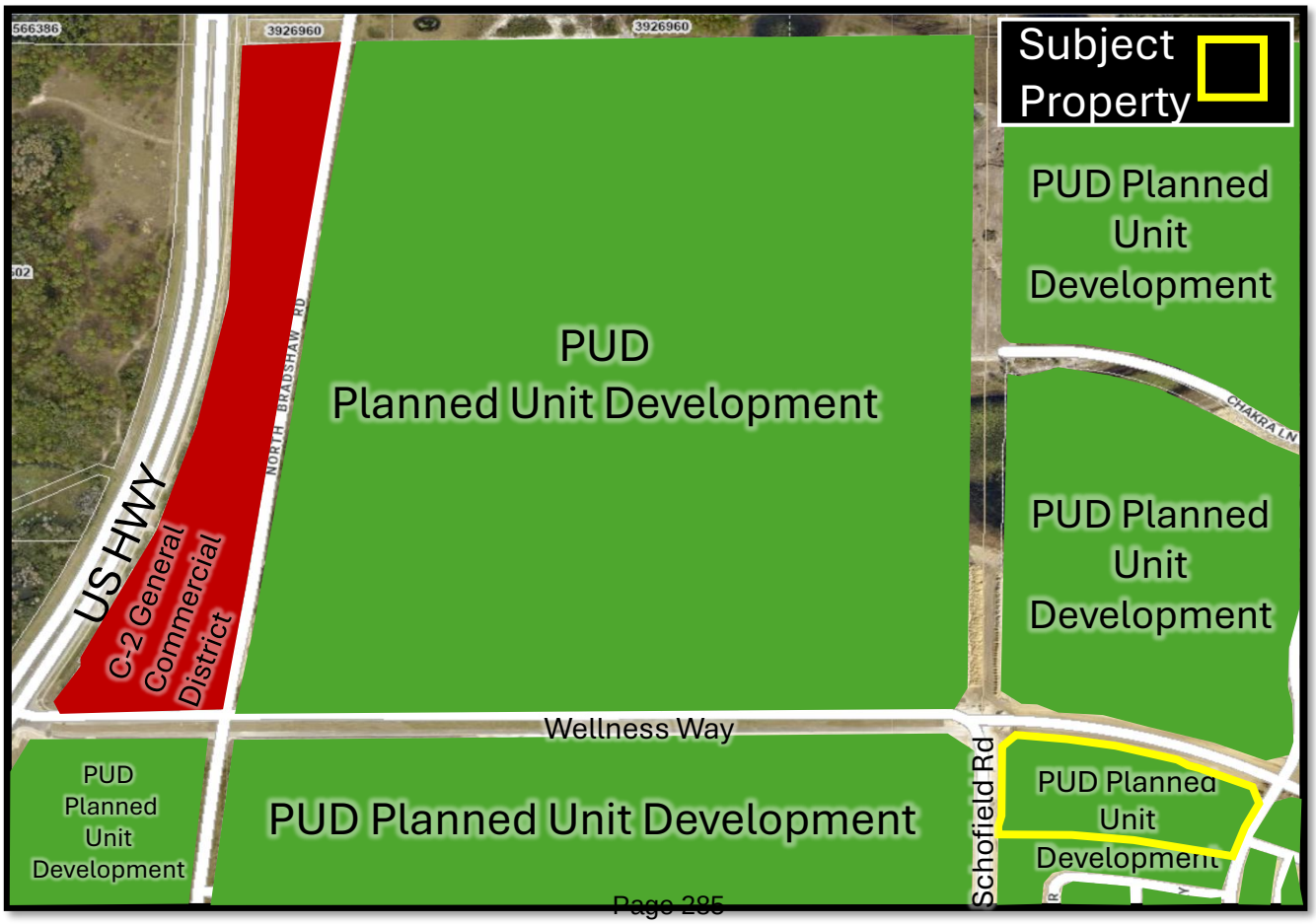


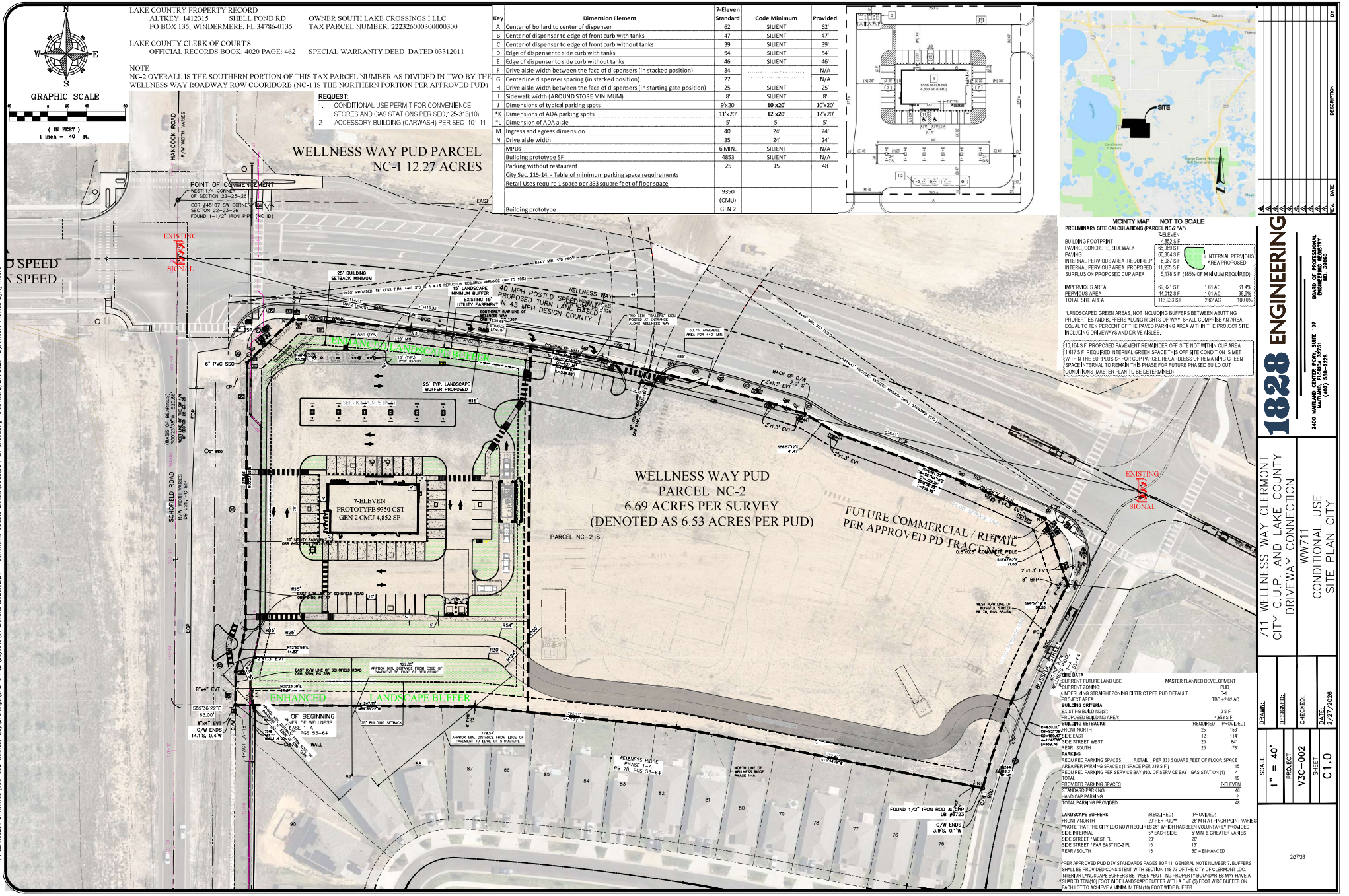


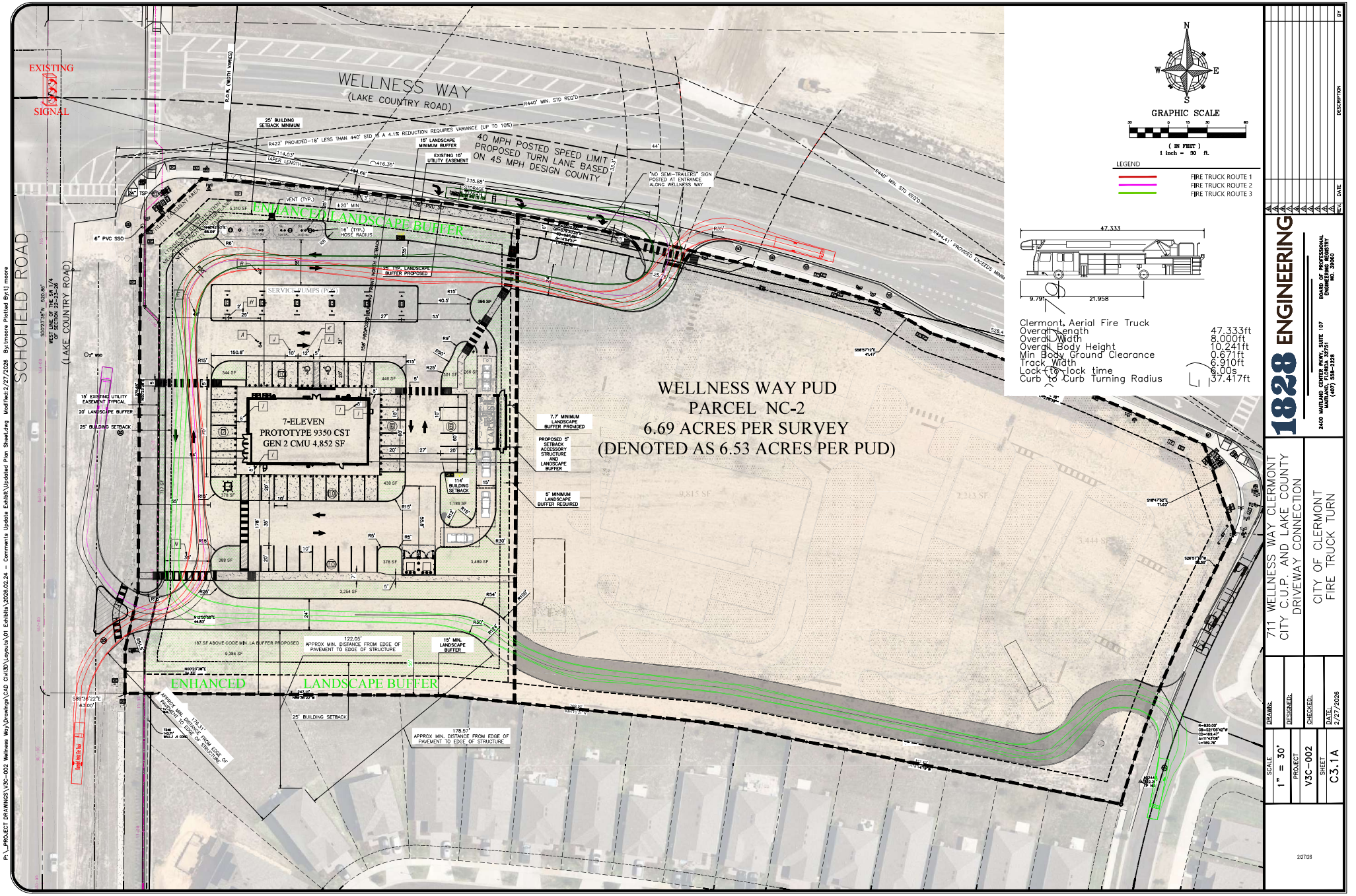
7-11 Wellness Way Future Land Use Map



7-11 Wellness Way Zoning District Map




LAKE COUNTRY PROPERTY RECORD
ALTKEY: 1412315 SHELL POND RD
PO BOX 135, WINDERMERE, FL 34786-0135
OWNER SOUTH LAKE CROSSINGS I LLC
TAX PARCEL NUMBER: 222326000300000300
LAKE COUNTY CLERK OF COURT'S
OFFICIAL RECORDS BOOK: 4020 PAGE: 462
SPECIAL WARRANTY DEED DATED 03312011
NOTE
NC-2 OVERALL IS THE SOUTHERN PORTION OF THIS TAX PARCEL NUMBER AS DIVIDED IN TWO BY THE WELLNESS WAY ROADWAY ROW COORIDORS (NC-1 IS THE NORTHERN PORTION PER APPROVED PUD)
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
REQUEST
1. CONDITIONAL USE PERMIT FOR CONVENIENCE STORES AND GAS STATIONS PER SEC.125-313(10)
2. ACCESSORY BUILDING (CARWASH) PER SEC. 101-11
WELLNESS WAY PUD PARCEL NC-1 12.27 ACRES
HANCOCK ROAD
R/W WIDTH VARIES
POINT OF COMMENCEMENT
WEST 1/4 CORNER OF SECTION 22-23-26
CCR #48107 SW CORNER SECTION 22-23-26 FOUND 1-1/2" IRON PIPE (NO ID)
EXISTING SIGNAL
25' BUILDING SETBACK MINIMUM
40 MPH POSTED SPEED LIMIT PROPOSED TURN LANE BASED ON 45 MPH DESIGN COUNTY
WELLNESS WAY
15' LANDSCAPE MINIMUM BUFFER
EXISTING 15' UTILITY EASEMENT
ENHANCED LANDSCAPE BUFFER
25' TYP. LANDSCAPE BUFFER PROPOSED
6" PVC SSO
7-ELEVEN PROTOTYPE 9350 CST GEN 2 CMU 4,852 SF
WELLNESS WAY PUD PARCEL NC-2 6.69 ACRES PER SURVEY (DENOTED AS 6.53 ACRES PER PUD)
PARCEL NC-2 S
FUTURE COMMERCIAL / RETAIL PER APPROVED PD TRACT
SCHOFIELD ROAD
R/W WIDTH VARIES
ENHANCED LANDSCAPE BUFFER
POINT OF BEGINNING
NORTHEAST CORNER OF WELLNESS WAY PHASE 1-A PB 78, PGS 53-64
WELLNESS RIDGE PHASE 1-A PB 78, PGS 53-64
NORTH LINE OF WELLNESS RIDGE PHASE 1-A
FOUND 1/2" IRON ROD & CAP LB #7723
C/W ENDS 3.9'S, 0.1'W
BLISSFUL STREET
EXISTING SIGNAL
SITE
VICINITY MAP NOT TO SCALE
PRELIMINARY SITE CALCULATIONS (PARCEL NC-2 "A")
7-ELEVEN
4,852 S.F.
BUILDING FOOTPRINT
PAVING, CONCRETE, SIDEWALK
PAVING
INTERNAL PERVIOUS AREA REQUIRED*
INTERNAL PERVIOUS AREA PROPOSED
SURPLUS ON PROPOSED CUP AREA
65,089 S.F.
60,864 S.F.
6,087 S.F.
11,265 S.F.
5,178 S.F. (185% OF MINIMUM REQUIRED)
INTERNAL PERVIOUS AREA PROPOSED
IMPERVIOUS AREA 69,921 S.F. 1.61 AC 61.4%
PERVIOUS AREA 44,012 S.F. 1.01 AC 38.6%
TOTAL SITE AREA 113,933 S.F. 2.62 AC 100.0%
*LANDSCAPED GREEN AREAS, NOT INCLUDING BUFFERS BETWEEN ABUTTING PROPERTIES AND BUFFERS ALONG RIGHTS-OF-WAY, SHALL COMPRISE AN AREA EQUAL TO TEN PERCENT OF THE PAVED PARKING AREA WITHIN THE PROJECT SITE INCLUDING DRIVEWAYS AND DRIVE AISLES.
16,164 S.F. PROPOSED PAVEMENT REMAINDER OFF SITE NOT WITHIN CUP AREA
11,617 S.F. REQUIRED INTERNAL GREEN SPACE THIS OFF SITE CONDITION IS MET WITHIN THE SURPLUS SF FOR CUP PARCEL REGARDLESS OF REMAINING GREEN SPACE INTERNAL TO REMAIN THIS PHASE FOR FUTURE PHASED BUILD OUT CONDITIONS (MASTER PLAN TO BE DETERMINED)
SITE DATA
CURRENT FUTURE LAND USE: MASTER PLANNED DEVELOPMENT
CURRENT ZONING: PUD
UNDERLYING STRAIGHT ZONING DISTRICT PER PUD DEFAULT: C-1
PROJECT AREA: TBD ±2.62 AC
BUILDING CRITERIA
EXISTING BUILDING(S): 0 S.F.
PROPOSED BUILDING AREA: 4,853 S.F.
BUILDING SETBACKS (REQUIRED) (PROVIDED)
FRONT NORTH 25' 158'
SIDE EAST 12' 114'
SIDE STREET WEST 25' 84'
REAR SOUTH 25' 178'
PARKING
REQUIRED PARKING SPACES RETAIL 1 PER 333 SQUARE FEET OF FLOOR SPACE
AREA PER PARKING SPACE x (1 SPACE PER 333 S.F.) 15
REQUIRED PARKING PER SERVICE BAY (NO. OF SERVICE BAY - GAS STATION (1) 4
TOTAL 19
PROVIDED PARKING SPACES 7-ELEVEN
STANDARD PARKING 46
HANDICAP PARKING 2
TOTAL PARKING PROVIDED 48
LANDSCAPE BUFFERS (REQUIRED) (PROVIDED)
FRONT / NORTH 20' PER PUD** 25' MIN AT PINCH POINT VARIES
**NOTE THAT THE CITY LDC NOW REQUIRES 25', WHICH HAS BEEN VOLUNTARILY PROVIDED
SIDE INTERNAL 5' EACH SIDE 5' MIN. & GREATER VARIES
SIDE STREET / WEST PL 20' 20'
SIDE STREET / FAR EAST NC-2 PL 15' 15'
REAR / SOUTH 15' 50' + ENHANCED
*PER APPROVED PUD DEV STANDARDS PAGES 80F 11 GENERAL NOTE NUMBER 7, BUFFERS SHALL BE PROVIDED CONSISTENT WITH SECTION 118-73 OF THE CITY OF CLERMONT LDC. INTERIOR LANDSCAPE BUFFERS BETWEEN ABUTTING PROPERTY BOUNDARIES MAY HAVE A SHARED TEN (10) FOOT WIDE LANDSCAPE BUFFER WITH A FIVE (5) FOOT WIDE BUFFER ON EACH LOT TO ACHIEVE A MINIMUM TEN (10) FOOT WIDE BUFFER.
Key | Dimension Element | 7-Eleven Standard | Code Minimum | Provided
A | Center of bollard to center of dispenser | 62' | SILIENT | 62'
B | Center of dispenser to edge of front curb with tanks | 47' | SILIENT | 47'
C | Center of dispenser to edge of front curb without tanks | 39' | SILIENT | 39'
D | Edge of dispenser to side curb with tanks | 54' | SILIENT | 54'
E | Edge of dispenser to side curb without tanks | 46' | SILIENT | 46'
F | Drive aisle width between the face of dispensers (in stacked position) | 34' | | N/A
G | Centerline dispenser spacing (in stacked position) | 27' | | N/A
H | Drive aisle width between the face of dispensers (in starting gate position) | 25' | SILIENT | 25'
I | Sidewalk width (AROUND STORE MINIMUM) | 8' | SILIENT | 8'
J | Dimensions of typical parking spots | 9'x20' | 10'x20' | 10'x20'
*K | Dimensions of ADA parking spots | 11'x20' | 12'x20' | 12'x20'
*L | Dimension of ADA aisle | 5' | 5' | 5'
M | Ingress and egress dimension | 40' | 24' | 24'
N | Drive aisle width | 35' | 24' | 24'
MPDs | 6 MIN. | SILIENT | N/A
Building prototype SF | 4853 | SILIENT | N/A
Parking without restaurant | 25 | 15 | 48
City Sec. 115-14. - Table of minimum parking space requirements
Retail Uses require 1 space per 333 square feet of floor space
Building prototype | 9350 (CMU) GEN 2
1828 ENGINEERING
2400 MAITLAND CENTER PKWY, SUITE 107 MAITLAND, FLORIDA 32751 (407) 558-2228
BOARD OF PROFESSIONAL ENGINEERING REGISTRY NO. 39060
711 WELLNESS WAY CLERMONT
CITY C.U.P. AND LAKE COUNTY DRIVEWAY CONNECTION
WW711
CONDITIONAL USE SITE PLAN CITY
DRAWN:
DESIGNED:
CHECKED:
DATE: 2/27/2026
SCALE 1" = 40'
PROJECT V3C-002
SHEET C1.0
2/27/26
DESCRIPTION
DATE
BY
P:_PROJECT DRAWINGS\V3C-002 Wellness Way\Drawings\CAD Civil3D\Layouts\01 Exhibits\2026.02.24 - Comments Update Exhibit\Updated Plan Sheet.dwg Modified:2/27/2026 By:Imoore Plotted By:lj moore


EXISTING SIGNAL
WELLNESS WAY
(LAKE COUNTRY ROAD)
SCHOFIELD ROAD
(LAKE COUNTRY ROAD)
40 MPH POSTED SPEED LIMIT
PROPOSED TURN LANE BASED
ON 45 MPH DESIGN COUNTY
ENHANCED LANDSCAPE BUFFER
7-ELEVEN
PROTOTYPE 9350 CST
GEN 2 CMU 4,852 SF
WELLNESS WAY PUD
PARCEL NC-2
6.69 ACRES PER SURVEY
(DENOTED AS 6.53 ACRES PER PUD)
ENHANCED
LANDSCAPE BUFFER
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
LEGEND
FIRE TRUCK ROUTE 1
FIRE TRUCK ROUTE 2
FIRE TRUCK ROUTE 3
Clermont Aerial Fire Truck
Overall Length 47.333ft
Overall Width 8.000ft
Overall Body Height 10.241ft
Min Body Ground Clearance 0.671ft
Track Width 6.910ft
Lock-To-Lock time 6.00s
Curb-To-Curb Turning Radius 37.417ft
1828 ENGINEERING
711 WELLNESS WAY CLERMONT
CITY C.U.P. AND LAKE COUNTY
DRIVEWAY CONNECTION
CITY OF CLERMONT
FIRE TRUCK TURN
SCALE 1" = 30'
PROJECT V3C-002
SHEET C3.1A
DATE: 2/27/2026

ELEVEN
ELEVEN
WELCOME
711

ELEVEN
WELCOME
ELEVEN

ELEVEN
WELCOME

ELEVEN
WELCOME
ICE
ICE
ICE

PROJECT:

Proposed Convenience Store With Gas Stations & Car Wash Accessory Use

V 3 PROJECT CODE #:

WW711

Proposed Enhanced Landscape and Hardscaping with Community Identification Signage

DESIGN CRITERIA:

CITY OF CLERMONT

DATE:

July 30, 2025

PREPARED FOR:

SOUTH LAKE CROSSINGS I LLC
C/O V 3 CAPITAL GROUP, LLC (Authorized Agent)

c/o

Trey Vick
Chief Executive Officer
496 S. Hunt Club Blvd.
Apopka, FL 32703
Office: 407-848-1663

PEC

PROFESSIONAL ENGINEERING CONSULTANTS, LLC

July 30, 2025

City of Clermont (City)
Curtis Henschel
Development Services Director
685 West Montrose Street 3rd Floor
Clermont, FL 34711
phone 352-241-7308
email at: CHenschel@ClermontFL.org

Re: WW711 NC-2A (Project)

PEC - Professional Engineering Consultants, LLC **(PEC)** offers the following for the sole purposes of satisfying the City's review and approval for a Conditional Use Permit for the proposed project.

Executive Summary

At our second pre-application meeting, we discussed providing enhanced Landscaping, Hardscaping, and Community Identification Signage. Please see the areas as provided on the proposed preliminary site plan submitted herein.

Per City's CONDITIONAL USE PERMIT APPLICATION:

5. "Landscape plans in conformance with Chapter 123 of the Code. (See #3 above)…"

Landscape plans exceeding the code will be provided at the time of final site permitting.
"Enhanced" Landscape to be quantified via collaboration with staff, commissioners, and interested parties.

Landscape Narrative

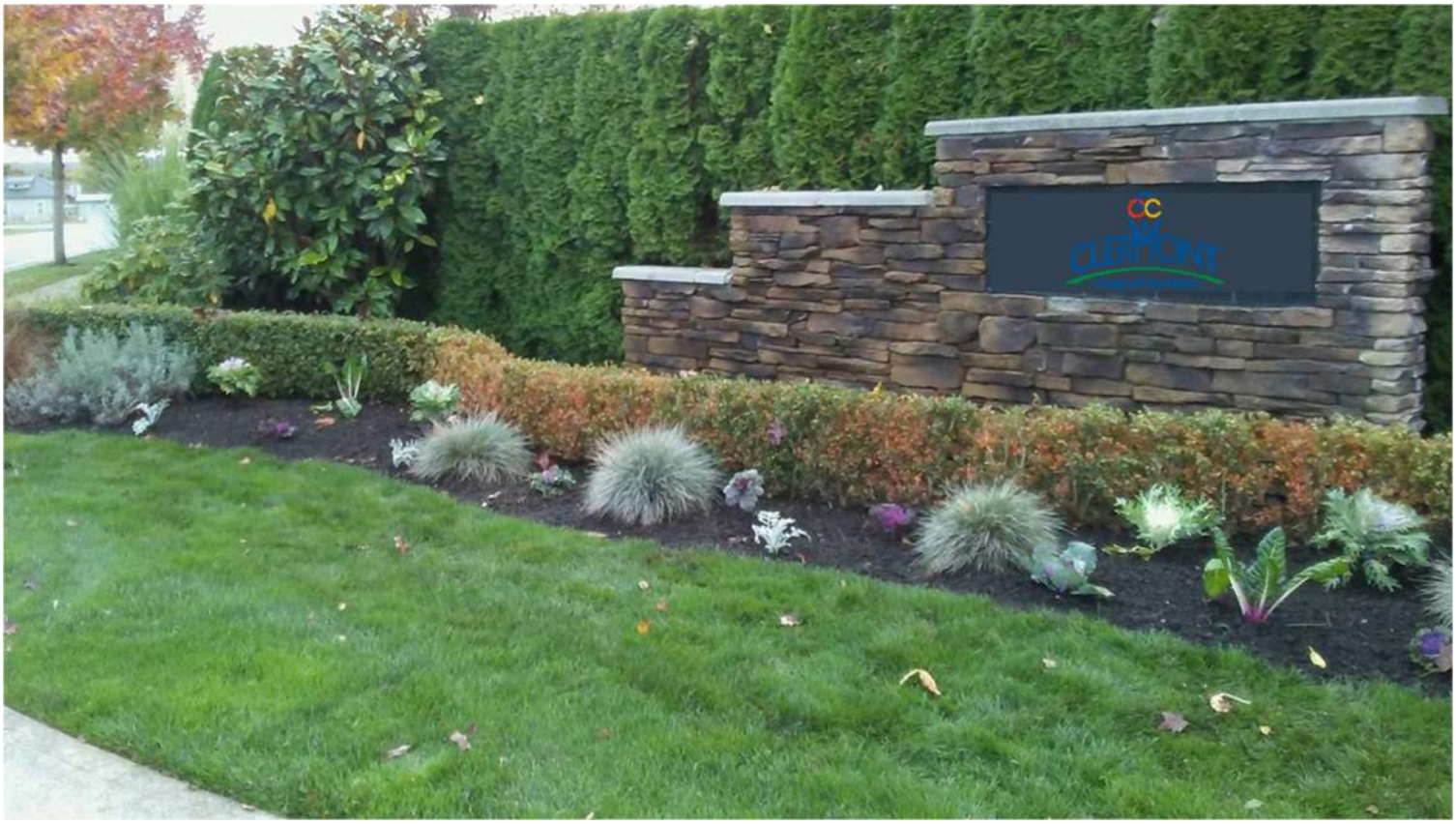
To support the overall design quality of the development and enhance compatibility with adjacent uses, the Developer proposes providing enhanced landscape buffers along the Southern and Northwestern Boundaries of the Project site that exceed the minimum requirements outlined in the land development code. These enhanced buffers will contribute to the visual appeal and screening of the site from the residential properties. The developer requests a reduction of site internal landscape buffer areas from 10 ft to 0 ft to allow for more efficient parking and traffic design. This reduction prioritizes buffering commercial to residential uses, rather than commercial to commercial uses.

Hardscaping / Community Identification Signage to be quantified via collaboration with staff, commissioners, etc.

Hardscape Narrative

To support the visual quality and character of the proposed development, the Developer proposes incorporating a hardscape design feature at the Northwest Corner of the project. This design element will serve as a visual screen for the canopy infrastructure while enhancing the overall appearance of the commercial frontage. The feature is intended to complement the surrounding development and contribute to a cohesive Wellness Way design philosophy. Final design details will be coordinated with City staff during the site plan approval process to ensure alignment with community goals and planning standards.

Please see the five conceptual examples for theming purposes below.


CLERMONT

CLERMONT
Choice of Champions

CLERMONT

CONCLUSION

The proposed development will be enhanced above code minimums and quantified metrics developed during the CUP review process via collaboration with staff, commissioners, and interested parties.

Should you have any questions regarding the contents of this report or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

Sinecerely,

R. Scott Batterson PE, LEED AP BD+C
PEC - PROFESSIONAL ENGINEERING CONSULTANTS, LLC
Principal & Managing Member
Florida Licensed Professional Engineer # 60853
Florida Certificate of Authorization # 28959
304 Santiago Drive Winter Park, FL 32789
sbatterson@pec-fl.com
www.pec-fl.com
Direct (407) 579-9808

PROJECT:

Proposed Convenience Store With Gas Stations & Car Wash Accessory Use

V 3 PROJECT CODE #:

WW711

REPORT:

Traffic Impact Statement

DESIGN CRITERIA:

CITY OF CLERMONT

DATE:

July 30, 2025

PREPARED FOR:

SOUTH LAKE CROSSINGS I LLC
C/O V 3 CAPITAL GROUP, LLC (Authorized Agent)

c/o

Trey Vick
Chief Executive Officer
496 S. Hunt Club Blvd.
Apopka, FL 32703
Office: 407-848-1663

PREPARED BY:

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, LLC

PEC - PROFESSIONAL ENGINEERING CONSULTANTS, LLC
FL Engineering Business Registration Registry # 28959
304 Santiago Drive Winter Park, FL 32789
Direct: (407) 579-9808 | sbatterson@pec-fl.com | www.pec-fl.com
FOR CUP APPROVAL ONLY

R. Scott Batterson PE
Florida Licensed Professional Engineer Registration #60853

TRANSPORTATION DISCIPLINE ONLY
FL Engineering Business Registration Registry # 28959

This item has been physically signed and sealed with a hard copy retained by the EOR. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

PEC

PROFESSIONAL ENGINEERING CONSULTANTS, LLC

July 30, 2025

City of Clermont (City)
Curtis Henschel
Development Services Director
685 West Montrose Street 3rd Floor
Clermont, FL 34711
phone 352-241-7308
email at: CHenschel@ClermontFL.org

Re: WW711 NC-2A (Project) Traffic Impact Statement (TIS)

PEC - Professional Engineering Consultants, LLC **(PEC)** offers the following Traffic Impact Statement (TIS) for the sole purposes of satisfying the City's review and approval for a Conditional Use Permit for the proposed project.

Executive Summary

Prior Approved Ordinances document the Comprehensive Plan Future Land Use Designation & Rezoning of PUD are in place. Per City's CONDITIONAL USE PERMIT APPLICATION:

4. "Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information…"

This Traffic Impact Statement (TIS) is submitted in support of the application for the subject property. This submittal serves to acknowledge City traffic studies, such as Traffic Impact Analysis (TIA) and/or Intersection Operational Analysis (IOA), as not required for the Conditional Use Permit approval or any subsequent City permitting processes, such as final site permit, unless specifically codified and related to on-site traffic/transportation design, such as stacking. This is based on the premise that Lake County has jurisdiction over the adjacent roads, and a Lake County Permit will be required. This permit will address intersection operational analysis for this site, including the Wellness Way/Schofield Road intersection, the site access intersections from Wellness Way and Schofield Road, and any additional intersections where U-turns may be required for site ingress or egress, if required by the County. Should this premise be deemed incorrect by the City, we respectfully request deferral of all future traffic study-related requests until after CUP approval and when a more defined development program is established for the balance of NC-2.

Please note that the TIA was completed and approved for the entire development, and it is vested from a transportation/traffic roadway perspective, including all trips as allocated in the Approved PUD documents.

APPROVED PUD MAXIMUM ENTITLEMENT PROGRAM (for planning purposes only)

Neighborhood Center: The Neighborhood Center shall have a maximum of 140,000 square feet.
Neighborhood Centers are primarily designated for C-1 Light Commercial uses that complement the adjacent residential uses. The uses permitted are the C-1 Light Commercial uses. The uses may include one grocery store up to 60,000 square feet, not to exceed a total maximum aggregate of 100,000 square feet in the shopping center on the northern Neighborhood Center.

The southern Neighborhood Center may have up to 40,000 square feet, with any building over 16,000 square feet requiring a Conditional Use Permit.

Any remaining square footage not developed in the Neighborhood Centers under the 140,000 square feet may be used in the Employment District.

Per Approved PUD:

Trip Generation

Total PM Peak Hr Trips 3,503
Residential 1,703
Economic Development District 1,800

ITE Code	Land Use [1]	Size (SF)	Units	Daily Trips	PM Peak Hr Trips				Internal Capture				Pass By			Net New External Trips		
					Total	% In	Enter	Exit	Total	Enter	Exit	%	Total	Enter	Exit	Total	Enter	Exit
Phase I																		
820	Shopping Center	100,000	SF	6,012	543	48%	261	282	73	36	37	25%	118	56	62	352	169	183
210	Single Family	1,550	DU	14,632	1,535	63%	967	568	22	11	11	0%	-	-	-	1,513	956	557
220	Townhomes	300	DU	2,227	168	63%	106	62	4	2	2	0%	-	-	-	164	104	60
				Total Trips	**2,246**		**1,334**	**912**	**99**	**49**	**50**		**118**	**56**	**62**	**2,029**	**1,229**	**800**
Buildout (2028)																		
710	General Office	500,000	SF	5,055	575	16%	92	483	57	29	29	0%	-	-	-	518	64	455
820	Shopping Center	300,000	SF	12,690	1,225	48%	588	637	179	65	94	25%	262	131	131	784	392	412
210	Single Family	1,550	DU	14,632	1,535	63%	967	568	76	65	94	0%	-	-	-	1,459	902	474
220	Townhomes	300	DU	2,227	168	63%	106	62	8	65	94	0%	-	-	-	160	41	(32)
				Total Trips	**3,503**		**1,753**	**1,750**	**320**	**224**	**311**		**262**	**131**	**131**	**2,921**	**1,399**	**1,309**

VHB, Inc. Mar-19

Notes:
1. Trip generation rates and equations are based on the Institute of Transportation (ITE) Trip Generation Manual 10th Edition.
2. Internal capture based on NCHRP 684 Estimation Tool developed by Texas A&M Transportation Institute, Version 2013.1
3. Elementary school square footage is not incuded.

Land Use Conversion Matrix

Land uses within the Wellness Way PUD may be exchanged based on traffic equivalents as listed below:

LAND USE	ITE CODE	PM PEAK HOUR RATE	Conversion TO[3] SINGLE FAMILY CONVERSION RATE	TOWNHOME CONVERSION RATE	RETAIL CONVERSION RATE	EMPLOYMENT CONVERSION RATE	MULTI-FAMILY CONVERSION RATE
SINGLE FAMILY	210	0.99		1.77	0.06	0.99	2.25
TOWNHOME	220	0.56	0.57		0.03	0.56	1.27
RETAIL[1]	820	18.00	18.18	32.14		18.00	40.91
EMPLOYMENT	710	1.00	1.01	1.79	0.06		2.27
MULTI-FAMILY[2]	221	0.44	0.44	0.79	0.02	0.44	

Sources:
Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition

Notes:
[1] PM Peak Hour Rate based on 1,000 SF for Retail, General Office and Medical Office
[2] Multi-Family Mid-Rise with at least three dwelling units and three to 10 levels/floors
[3] A land use may not be converted more than 50%.

Example:
Every 10,000 sf of retail can be exchanged for 182 single family units.
250 single family units can be gained by excahnging 15,000 square feet of retail.

Every multi-family unit can be exchanged for 440 sf of employment.
25,000 square feet of employment can be gained by exchanging 57 multi-family units.

APPLICABLE GUIDELINES

This statement acknowledges the requirement conforming to:

- ITE Trip Generation Manual, 11th Edition

Trip generation and distribution will ultimately be based on final site permitting and details subject to:

- Lake County ROW Permitting
- Existing City transportation trips concurrency vesting / exemption

DEVELOPMENT UNCERTAINTY

Due to the speculative nature of the future development, the number and type of driveways, internal capture assumptions, phasing, and modal split estimates BEYOND THE PUD'S APPROVED TIA cannot yet be reasonably projected. The project is likely to be built in phases over multiple years, which may result in significantly varied peak hour trip profiles.

Additional Studies now would be premature and potentially misleading if conducted without knowing:

- Final development square footage
- Phasing plan
- Access and signalization plan
- Right-of-way dedications

PROJECT SUMMARY

- **Proposed Use:** convenience store with 12 fueling positions and drive-through car wash
- **Building Area:** 4,853 SF (Convenience Market Store w/ Gas)
- **Previously Vested Entitlement:** 40,000 SF of commercial use per the WW PUD NC-2
- **Concurrency Trip Generation (per ITE LU 935):**
  - VTPD: ~1,953
  - AM Peak: 164 (Net New: 62)
  - PM Peak: 188 (Net New: 64)

CONCLUSION

The proposed 7-Eleven development Falls well within the vested TRIPS concurrency approvals; therefore, a Traffic Study, Traffic Impact Analysis (TIA), and IOA are not required by the City.

Should you have any questions regarding the contents of this report or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

CERTIFICATION

This Traffic Impact Statement was prepared and reviewed by:

R. Scott Batterson PE, LEED AP BD+C
PEC - PROFESSIONAL ENGINEERING CONSULTANTS, LLC
Principal & Managing Member
Florida Licensed Professional Engineer # 60853
Florida Certificate of Authorization # 28959
304 Santiago Drive Winter Park, FL 32789
sbatterson@pec-fl.com
www.pec-fl.com
Direct (407) 579-9808

CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Date 07/31/2025	**FEE: $845 + cost of advertisement + cost of traffic review (if necessary)**		
Project Name (if applicable) 7-11 WW			
Applicant V 3 Capital Group			
Contact Person Damien Sanders			
Address 496 S. Hunt Club Blvd.	**City** Apopka	**State** FL	**Zip** 32703
Telephone (407) 484-1663			
Email damien@v3capital.com			
PROPERTY OWNER INFORMATION ☐ **(Check box if owner information is same as applicant)**			
Property Owner Name South Lake Crossings I, LLC			
Owner Address PO Box 135	**City** Windermere	**State** FL	**Zip** 34786-0135
Telephone (407) 484-1663	**Email** damien@v3capital.com		
PROPERTY INFORMATION			
Address of Subject Property SHELL POND RD., CLERMONT FL	**Alternate Key** 1412315		**Zip** 34711
General Location see attached			
Legal Description & Alternate Key (include copy of survey) see attached			
Land Use (City verification required) AG / Pasture			
Zoning (City verification required) PUD			

CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Detailed Description of request (What are you proposing to do, and why is it appropriate for this location?) Attach additional page if necessary.

Please see attachments

"Trey" John C. Vick, III
V 3 CAPITAL GROUP, LLC
Authorized Agent of property owner

Applicant Name (print)

Applicant Name (signature)

"Trey" John C. Vick, III
V 3 CAPITAL GROUP, LLC
Authorized Agent of property owner

Owner Name (print)

Owner Name (*signature*)

********NOTICE********

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542
Planning@clermontfl.org

02/08/2024

Letter of Authorization

This letter authorizes V 3 Capital Group and its agents, specifically John C Vick III, to act as my agent in obtaining the required and necessary permits, licenses and approvals, which may be required for any and all permits, applications, approvals related to the **Wellness Way** project in accordance with all governing laws, statutes and ordinances at the below referenced address.

Tenant / Project Name: Wellness Way

Site Address: SHELL POND RD.

City: CLERMONT State: FL
Zip Code: 34711

Property Parcel ID: 22-23-26-0003-000-00300, 21-23-26-0001-000-00500, 21-23-26-0001-000-00700

Landlord / Owner Information

Landlord/ Owner Company Name: SOUTH LAKE CROSSINGS I LLC and SOUTH LAKE CROSSINGS III LLC

Address: PO Box 135 Suite #

City: Windermere State: FL Zip Code: 34711

Telephone Number: 407-848-1663 Email: admin@v3capital.com

Thomas (Jim) Karr

Signature of Owner Printed Name

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 29 day of July, 2025, by Thomas Karr.

Signature of Notary Public Carolyn B Stanley

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR ____ Produced Identification

Type of Identification Produced ____

CAROLYN B. STANLEY
Notary Public - State of Florida
Commission # HH 675008
My Comm. Expires Sep 4, 2029
Bonded through National Notary Assn.

"The **Vision** to create **Value** through **Versatility**"

July 30, 2025

City of Clermont (City)
Curtis Henschel
Development Services Director
685 West Montrose Street, 3rd Floor
Clermont, FL 34711
phone 352-241-7308
email at: CHenschel@ClermontFL.org

Re: CUP for WW NC-2 Proposed Convenience Store With Gas Stations & Car Wash Accessory Use (Project)
Located at the Southeast corner of Schofield Road & Wellness Way, Clermont, FL 34711
PREPARED FOR: SOUTH LAKE CROSSINGS I LLC
C/O V 3 CAPITAL GROUP, LLC (Authorized Agent)

Executive Summary & Project Narrative

V 3 Capital Group, LLC proposes the development of a +/- 4,852 SF convenience store with six (6) double gas fueling stations, twelve (12) in total, and a proposed single-bay automated car wash for secondary/ancillary/auxiliary use to the primary principal use of gas & convenience store. A 7-Eleven is currently shown as the user throughout this application for conceptual, graphic, and theming representation, but the Conditional Use Permit's approval focuses solely on the principal use of convenience stores with gas stations, and with the car wash being a secondary/ancillary/auxiliary use to the primary use. Other similar high-quality brands may ultimately be developed as the final end user for a similar-sized convenience store with gas and a car wash on this site, known as NC-2, per the approved PD containing 291,413 square feet or 6.69 acres, more or less, per the Allen & Co. Survey attached.

The convenience store is designed as a highly functioning commercial amenity as the development will offer essential goods, fuel, and services to the surrounding community, supporting Clermont's broader economic and planning objectives. The site is designated under the "Master PUD" Future Land Use category and aligns with the city's long-term vision for commercial retail development.

To enhance compatibility with adjacent residential uses and improve the site's visual appeal, the Developer proposes enhanced landscape buffers along the southern and northwestern boundaries that exceed minimum code requirements. These improvements will contribute to effective screening and a more attractive streetscape. The Developer requests a reduction of internal landscape buffer and building setback widths to 0 feet, allowing for more efficient parking and traffic circulation. This adjustment prioritizes buffering between commercial and residential uses over internal commercial separations. An example of this would be a parcel line and center line of a shared access drive in future phases.

Per Clermont's LDC, Division 10, Sec 125-313-Conditional Uses (10), convenience stores and gas stations are allowed in C-1 Light Commercial Districts, but this requires a CUP application and approval. Per Clermont's LDC, a carwash is not listed under allowable uses in C-1 Light commercial. It is listed under C-2 General Commercial District conditional uses (Division 11, Sec, 125-337, (a),17) AS A PRIMARY PRINCIPAL USE.

The west side of Tract NC-2, located at the Southeast corner of Schofield Road & Wellness Way, is anticipated to be the location for the CUP; however, we respectfully request that all of NC-2 be used, given that we have not yet finalized the proposed parcel's boundary or specific end user. For conceptual purposes, a +/-2.22-acre parcel has been shown at this location with notation on the preliminary site plan that the parcel size and internal lot line location is subject to change during final engineering and final site plan approvals.

The project is expected to deliver meaningful community benefits, including improved access to daily services, job creation, and increased commercial activity. V 3 Capital Group, LLC remains committed to working collaboratively with the City of Clermont to ensure compliance with all applicable zoning and development standards while contributing positively to the surrounding community.

Two pre-application meetings were held with the staff previously:

1. Pre-App Meeting Date: 02/12/2025 on Zoom
2. Pre-App Meeting Date: 07/23/2025 in person and on Zoom

At the second meeting, the following items were discussed:

1. It was verified that school concurrency is not applicable to this non-residential project
    a. As stated in Sec. 103-42. - School concurrency standards and policies bullet (b).
    Unless otherwise provided herein, this article shall apply to all development orders with any residential component and any amendment to an existing development order to the extent that the student generation is increased above what was previously approved, or any other official action of the city having the effect of permitting residential development of land. The following residential uses shall be considered exempt from the requirements of school concurrency (unless the development approval for such use requires it to meet school concurrency).

2. It was verified that a master plan for NC-2 is not required.

3. It was verified that a traffic study is not required, because the proposed trips are vested in the PUD.
    a. See attached TIS from PEC for details
    b. Lake County has jurisdiction, and a row use permit is required from the county.
    c. no transportation proportionate fair share is applicable or required given vesting.

Please see the included maps series by Appian demonstrating that there are no floodplains, wetlands, or existing structures on site, and topography from VHB's city-approved mass grading plan as-built record drawing sheet C4.00.

PROJECT DETAILS AND INFORMATION:

SITE DETAILS

Tax ID Parcel #:	22-23-26-0003-000-00300	
Project Type:	New Site Development – Ground Up	
Existing site conditions:	The site was recently regraded, and it is stripped of native vegetation. There is an elevation difference of 16' approximately from 138.9' on the southwest corner to 123.0' on the east; the site is pre-serviced with sanitary and storm connections; water service is available along the east ROW line of the property.	
Proposed Improvements:	Site development to accommodate the proposed convenience store building, gas station, and carwash facilities.	
Address:	Shell Pond Rd, Clermont, FL, 34711	
Lot Size:	6.69 Acres Overall NC-2 Project Area TBD for Proposed Parcel NC-2A	
Existing Land Use per LCPA:	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	
Adjacent Properties:	North	Wellness Way / Future commercial site
	South	Existing residential lots newly constructed
	East	Existing residential lots newly constructed, Blissful St
	West	Schofield Rd / Existing Pastures (future Olympus Development)
Front / Main Roadway:	Road Name	Schofield Road
	# of Lanes	2
	Speed Limit	45 mph
	Road Condition	Good / New
	Sidewalk Condition	Good / New
	Curb Cut Condition	Good / New
Side / Secondary Roadway	Road Name	Wellness Way
	# of Lanes	2
	Speed Limit	40 mph
	Road Condition	Good / New
	Sidewalk Condition	Good / New
	Curb Cut Condition	Good / New
Side / Secondary Roadway:	Road Name	Blissful St
	# of Lanes	2
	Speed Limit	30 mph
	Road Condition	Good / New
	Sidewalk Condition	Good / New
	Curb Cut Condition	Good / New

PLANNING / ZONING INFORMATION

Jurisdiction:	City of Clermont, FL	
Current Zoning:	Planned Unit Development (PUD)	
Adjacent Zoning:	North	PUD – Neighborhood Commercial NC-1
	South	PUD - Residential
	East	PUD - Residential
	West	PUD OLYMPUS

SITE DESIGN

Building Setback:	Front:	25’	Measured From:	ROW line
	Rear:	25’	Measured From:	Property line
	Side Interior:	12’ **0’ (requested)**	Measured From:	Lot Line
	Side Street:	25’	Measured From:	ROW line
Fuel Canopy Setback:	30’ from all property lines (125-520 (b))			
Fuel Tanks Setback:	Would be regulated by the Fire Code and the Building Code.			
Fuel Dispensers Setback:	Would be regulated by the Fire Code and the Building Code.			
Dumpster Setback:	Dumpster enclosure setbacks are 5’ from the property line.			
Car Wash Setback:	Same as building setbacks			
Maximum fuel canopy height above finish grade:	35’		Minimum fuel canopy height above finish grade:	Per Arch. Standards, 5 (p)(1). 8’
Building coverage limit (% of site):	50%			
Landscaping coverage limit (% of site):	25%			
Impervious coverage limit (% of site):	75%			

SITE DESIGN

Landscape Buffers:	Front:	15’	Measured From:	ROW line
	Rear:	15’	Measured From:	Property line
	Side Interior:	10’ **0’ (requested)**	Measured From:	Lot Line
	Side Street:	20’	Measured From:	ROW line
Screening for vehicular use areas proposed:	Per LDC Sec.123.43, (d)(3); the perimeter landscape buffers must be planted, shrubs shall form a continuous three-foot-high landscape screen adjoining driveways and parking areas. For commercial sites the buffer shall be planted with shrubs, extending the entire length of the perimeter, in such a manner as to provide opaque screening and shall be properly maintained at a minimum height of six feet.			
Off-Street Parking Criteria:	Per LDC Sec. 115-14, (b), one (1) parking space shall be provided for 333 S.F.; the gas station shall provide one (1) space per service bay.			
Number of stalls required:	15 + 4		Minimum stall size:	STD: 10’x18’
Number of handicap stalls:	2		Number of queuing spaces:	N/A
Loading zone required?	No		Loading zone size:	See proposed
Compact stalls permitted?	Yes		Compact stall size:	9’x17’
Criteria for compact stalls:	Ratio of std to compact size is 90 to 10		Number of compact stalls allowed:	4
Wheel stops required?	Yes		Bollards required?	Yes, or similar device
Bike rack required?	Yes		Criteria for bike rack:	5% of parking stalls
Location of nearest fire hydrant (including distance):	At the southeast corner of the Wellness Way and Hancock Road intersection, ±292’ from the building's proposed main entrance			
New Fire Hydrant(s)	TBD		Proposed location:	TBD
Fire Lane minimum width:	20’		Fire Lane minimum radius:	45’ outside, 20’ inside
Fire Lane minimum height clearance:	13.5’		Fire Lane designation required?	No, requires FD confirmation
Fire Flow test required?	Yes.			
Site Lighting minimum foot candle requirement:	N/A		Site Lighting maximum foot candle requirement:	1.0-foot candle
Site Lighting mounting height:	Shall not exceed 30 feet		Adjacent properties to be shielded:	N/A
fixtures proposed	Recessed lighting fixtures shall be required in order to conceal the actual light source, reduce glare and direct light to specific areas while shielding other areas.			
light trespass:	Per Code of Ordinances, Sub. A, Ch. 24, Article I, Sec.24-12, it is unlawful to illuminate properties causing unnecessary and unreasonable reflection, glare or light on other property.			
required mounting heights for light fixtures (pole lights, fuel canopy, wall packs):	Per LDC, CH 115, Sec 115-12, “All lighting facilities provided for off-street parking, loading, unloading and service area space shall be subdued, shaded and focused on the site so as not to create traffic hazards or subject adjoining premises to undue glare or adverse interference.”.			
Proposed Reciprocal Easement Agreements	utilities and access roadways shared by the overall NC-2 development are proposed both on and off site for the project on adjoining properties			
grease trap required	Per LDC, Ch. 121, Sec.121-5 (2), commercial buildings shall include grease traps			

UTILITY SUMMARY:

	7 Eleven Minimum standard requirements	Existing
Domestic Water:	1-1/2"	An exiting 16" water main is located along the east property line on Blissful St. is available to service the site.
Sewer:	4"-6"	An existing 8" sanitary stub the elevation of 114.046' is located at the southeast corner of the property.
Natural Gas Service:	1" 250 MBH	Gas service is not available on the property. Future service provision to be confirmed by Lake Apopka Natural Gas District from the north
Electrical	1,200 amp., 3 phase, 4 wire	SECO Energy is readily available and adjacent to serve the site.

STORM DRAINAGE

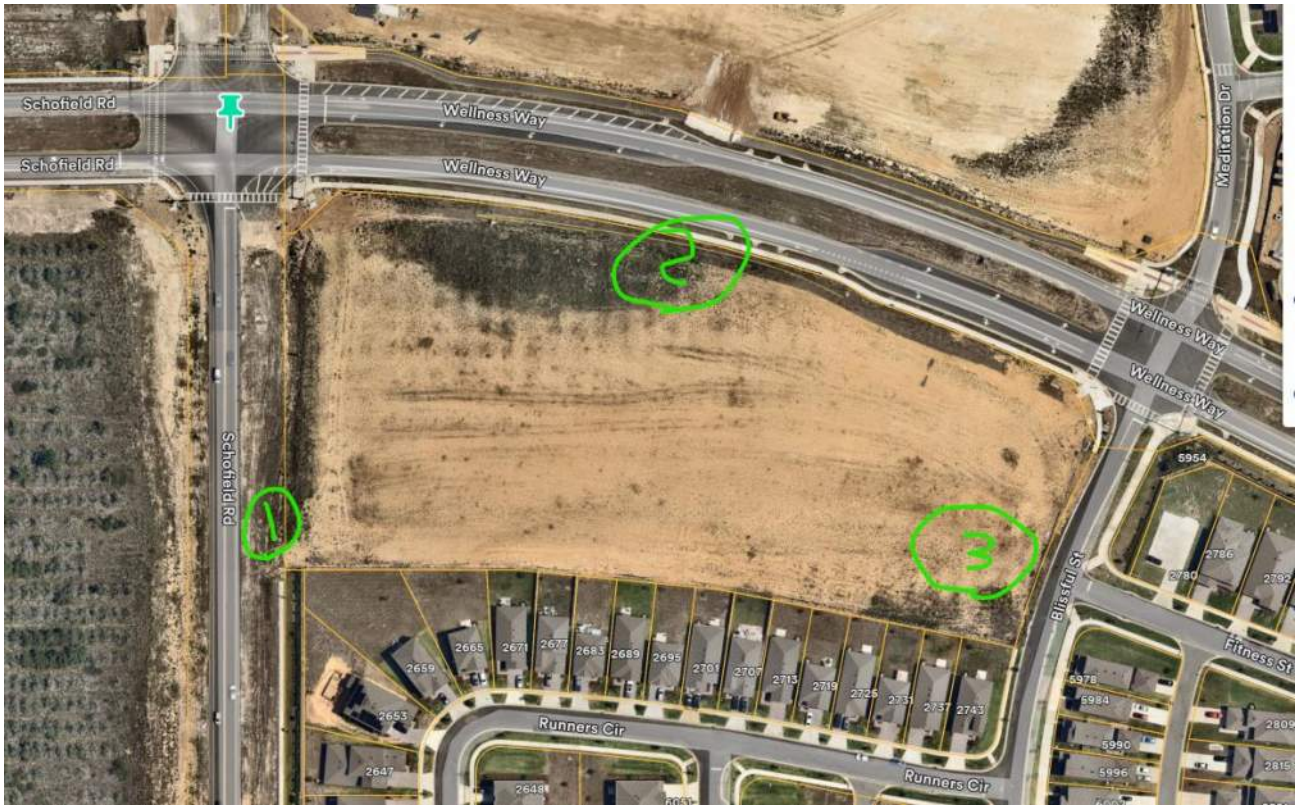
Jurisdiction	City for secondary collection system onsite Saint Johns River Water Management District (SJRWMD) ERP approved, constructed, and in O&M servers NC-2 O&M by The Wellness Ridge CDD		
On site Tie-in	one connection exists onsite to service all NC-2; easement(s) proposed		
Location:	Wellness Way, mid-block	Size:	Pipe 48"; Type H DBI, TE=120.19; Inv=113.92'
What are the line size upgrade requirements:	The service line is the same size as the main, it will not require offsite upgrades.		
Required design method:	Modified Rational Hydrograph		
Design storm return intervals (5/10/50/100 year):	- 10 year / 24-hour – design check for outlet capacity - 25 year / 24 hour – design check for the on-site storage and outlet capacity		
Rainfall intensity:	4.5" mean annual; 6.5" 10/24; 8.5" 25/24		
No FEMA 100-year floodplains exist on site:	The site is not located in 100-year flood plain		
Capacity:	Per PUD, maximum Impervious Surface Ratio (ISR) is 0.75		
Drainage criteria:	The stormwater management system for the Wellness Way area is designed to meet or exceed the drainage criteria established by the St. Johns River Water Management District (SJRWMD) and the City of Clermont. Criteria: - Mean Annual required for projects that exceed 50% impervious - 10 Year / 24 Hour – design check for outlet capacity - 25 Year / 24 Hour – design check for the on-site storage and outlet capacity		

TRANSPORTATION

Primary Street Names:	Wellness Way and Schofield Road		
Jurisdiction:	Lake County		
Number of driveways allowed:	three	Driveway throat depth:	N/A
Minimum width:	20’	Maximum width:	36’
Minimum distance from intersection:	440’	Minimum distance between driveways:	N/A
Permit required from County	Yes	Bond required?	N/A
Permitting time:	4-6 months		
A deceleration lane may be required from Wellness way pending County ROW permitting	type and length TBD		

Site access will be provided via the following:

1. An approved Lake County right-in/right-out driveway entrance/exit at the southwest of NC-2 at Schofield Road
2. A to be approved right-in/right-out driveway entrance/exit from Wellness Way, near the midpoint of NC-2’s northern boundary and a minimum of 440’ from the centerline of both existing traffic signals
3. A full-access driveway at the southeastern boundary connecting aligned with the existing residential roadway to a rear cross-access road serving the larger commercial development. The proposed use aligns with the PUD land uses and requires Conditional Use approval. The project will be designed to support safe and efficient vehicular circulation while complying with all applicable zoning and development standards.



Should you have any questions regarding the contents of this report or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

Sincerely,

R. Scott Batterson, PE
Director of Development

VISION. VALUE. VERSATILITY.

Office: 407-848-1663 **Mobile:** 407-579-9808 **Email:** scott@v3capital.com
Web: v3capital.com **Address:** 496 S. Hunt Club Blvd., Apopka, FL 32703

V 3 Capital Family of Companies:

USA TODAY CO.

LocaliQ

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	City of Clermont
Contact Phone:	352.394.4081
Contact Email:	
PO Number:	

Date:	03/04/2026
Order Number:	12144343
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	55.0000
Height in Inches:	4.5600

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	03/17/2026 - 03/17/2026	Govt Public Notices
LEE dailycommercial.com	1	03/17/2026 - 03/17/2026	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$88.90
Tax Amount	$0.00
Service Fee 3.99%	$3.55
Cash/Check/ACH Discount	-$3.55
Payment Amount by Cash/Check/ACH	$88.90
Payment Amount by Credit Card	$92.45

Order Confirmation Amount	**$88.90**

Ad Preview

LEGAL NOTICE

On Tuesday, March 24, 2026 at 3:00 PM the Clermont City Council will consider a request for a Conditional Use Permit (2025-037R) to allow a convenience store, gas station, and carwash within the southern Neighborhood Center location (NC-2), C-1 Light Commercial, within the Wellness Ridge PUD (Ordinance 2019-06), at the following location:

LOCATION
Vacant parcel located at the
southeast corner of
Wellness Way and Schofield Road
intersection
(Portion of AK 1412315)
6.69 +/- Acres

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
March 17, 2026
12144343 3/17/2026 1t

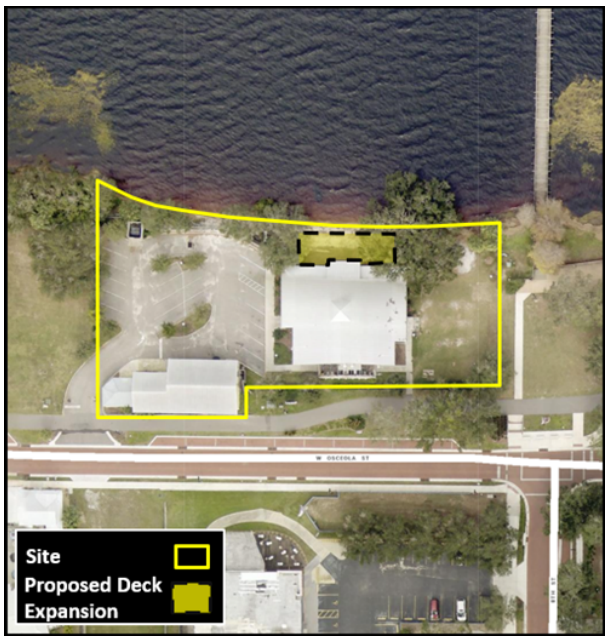
CITY OF CLERMONT

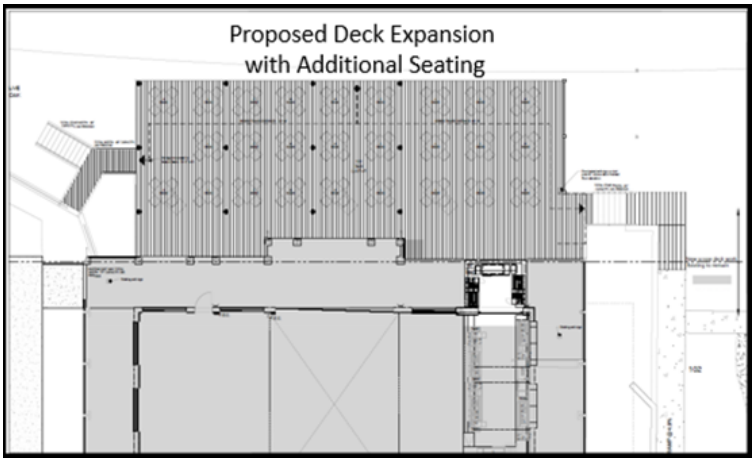
AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026
Agenda Item Name
Resolution No. 2026-005R *CUP Amendment*
Requested Action
Approve
Staff Report

The applicant, Jimmy Crawford, Esq., is requesting a Conditional Use Permit (CUP) amendment to revise the site plan in Resolution No. 2023-011R to include the expansion of the restaurant deck and an additional outdoor seating area on the north side of the Salt Shack on the Lake restaurant, located at 846 West Osceola Street, in the Central Business District (CBD) zoning district. The CUP amendment does not alter the approved use but modifies the configuration of the outdoor dining area to improve functionality and enhance customer experience. All other conditions of Resolution No. 2023-011R remain in effect.

The proposed amendment includes an enlarged deck footprint (32 feet deep by 78 feet long) and the addition of new outdoor seating to accommodate increased dining capacity. With the addition of seating, staff has included an updated condition in the revised resolution requiring that any additional parking demand generated by the expanded seating area be satisfied through payment into the City's Parking Fund, as allowed under 115-14 (c)(2) of the Land Development Code. This payment must be made prior to approval of the Site Review application. The current cost per space in the parking fund is $3,000, as approved by City Council. If this is increased prior to the time of site plan approval, then the applicant would be responsible for paying the new fee. Based upon the anticipated additional seating of 104 seats, the parking requirements would be one space for every 8 seats. This would equate to an additional 13 spaces or a payment of $39,000 into the parking fund at the current rate.





The project does not require approval from the City regarding lakefront impacts. The applicant has already secured permit approval for the proposed improvements from the St. Johns River Water Management District (SJRWMD).

The proposed increase in seating does not appear to be detrimental to the health, safety and welfare of the surrounding community. The City did receive a noise complaint in May 2024. An investigation was conducted, and it was found that the sound was a result of the mechanical equipment at the site. Sound compression blankets were installed on the exhaust fans and HVAC equipment in July 2024. This reduced the sound decibels well below the City's sound decibel limits and no further complaints have been received.

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212 requires specific development standards that are required to be met. Staff has reviewed the application as submitted in accordance with the development standards criteria and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community.

Action to Date:
The Planning and Zoning Commission recommended approval (5-1) of Resolution 2026-005R, with three additions: (1) the applicant shall meet with DPZ to obtain recommendations, (2) Lake County Water Authority is included regarding possible shoreline alterations, and (3) installing additional waterfront signage to discourage boats from mooring near the vegetation along to the property's shoreline.

Staff Recommendation:
Staff recommends approval of Resolution 2026-005R - CUP Amendment for Salt Shack on the Lake.

Additional Analysis	

Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 2026-005R Salt Shack CUP (03.10.2026)	2026-005R Salt Shack CUP (03.10.2026).pdf
2. Salt Shack Location Map	Salt Shack Location Map.pdf
3. Salt Shack-Site Plans	Salt Shack-Site Plans.pdf
4. Salt Shack SJRWMD Permit	Salt Shack SJRWMD Permit.pdf
5. Staff Analysis - Salt Shack CUP	Staff Analysis - Salt Shack CUP.pdf
6. CUP Application	CUP Application.pdf
7. Legal ad - Salt Shack CC	Legal ad - Salt Shack CC.pdf

CITY OF CLERMONT

RESOLUTION NO. 2026-005R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO CONDITIONAL USE PERMIT, RESOLUTION 2012-21, RESOLUTION 2022-003R AND RESOLUTION 2023-011R TO INCLUDE THE EXPANSION OF SEATING AREA WITHIN THE PROPERTY; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held March 3, 2026 recommended approval of this Conditional Use Permit Amendment; at the following location:

LOCATION:
846 & 848 West Osceola Street
Salt Shack
(AK 3784611 & 1616891)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

This application for a Conditional Use Permit Amendment, Resolution 2012-21, 2022-003R, and 2023-011R; be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.

2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

4. The Fire Inspector shall provide building inspections for life safety requirements and all fire code regulations must be in compliance prior to the issuance of any Building Certificate of Occupancy.

5. The Building Inspector shall inspect all structures and building for compliance and any building code violations shall be corrected before the issuance of the Certificate of Occupancy.

6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.

7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.

8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.

9. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.

SECTION 2: LAND USE

1. Permitted uses shall include a restaurant over 3,000 square feet at 846 West Osceola St., as well as uses permitted within the CBD Central Business District. Outdoor dining may occur east of the restaurant along with the deck expansion north of the building between the building and Lake Minneola, as shown in Exhibit A.

2. The existing 4,040 square foot building (west of the restaurant) shall only be permitted for storage and a 150 square foot office space, directly associated with the restaurant use. Any warehouse rental operations or similar use shall not be permitted. No other uses shall be permitted without a Conditional Use Permit amendment. No signage shall be permitted on the existing 4,040 square foot building.

3. Prior to issuance of any building or site development permit for the expanded deck area and associated increase in seating capacity in Exhibit A, the applicant shall submit payment to the City's Parking Fund in an amount calculated at the rate in effect at the time of site plan approval. This contribution is required to offset the additional demand on public parking generated by the increased seating.

4. The Applicant will install, at their cost, additional waterfront signage to discourage boats from mooring near the vegetation along the property's shoreline on both sides of the proposed deck area.

5. This Resolution will repeal and replace Resolution 2012-21, 2022-003R, and 2023-011R.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of March 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

_____
Christian W. Waugh, City Attorney

Exhibit A:
Deck Addition with Seating

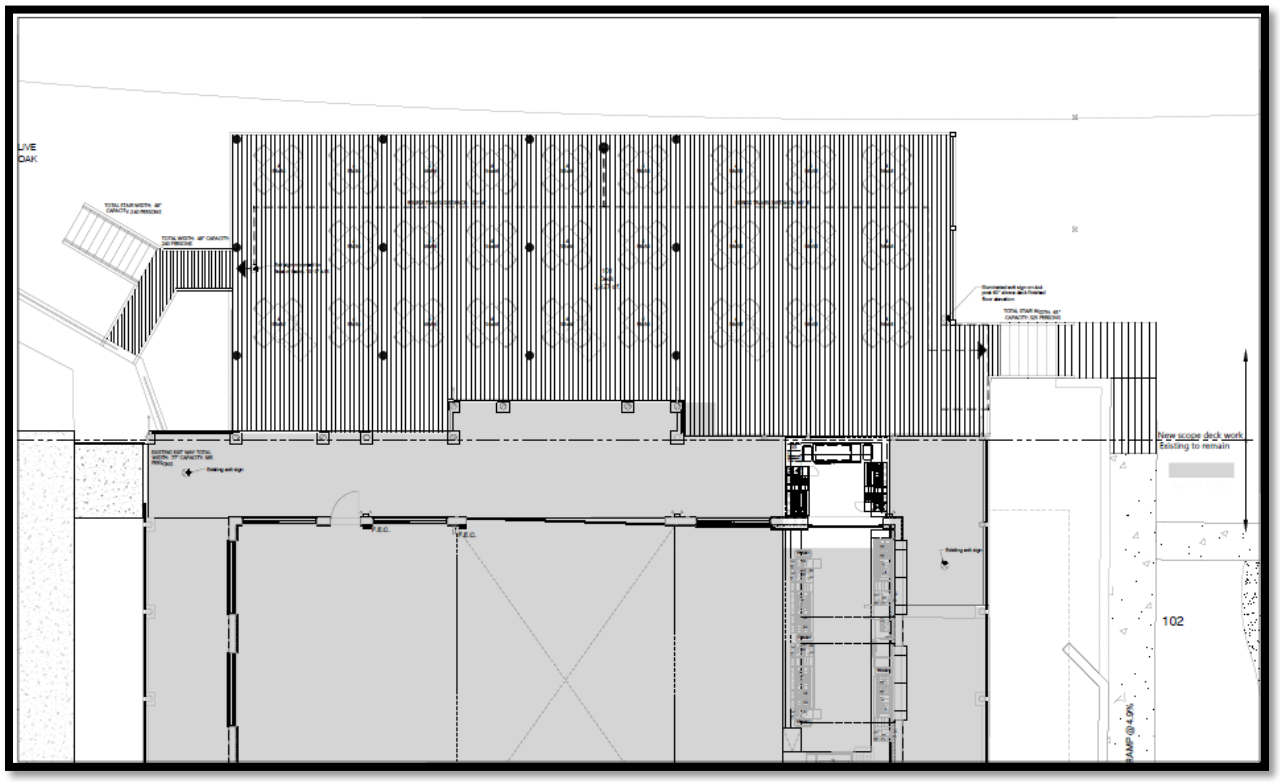
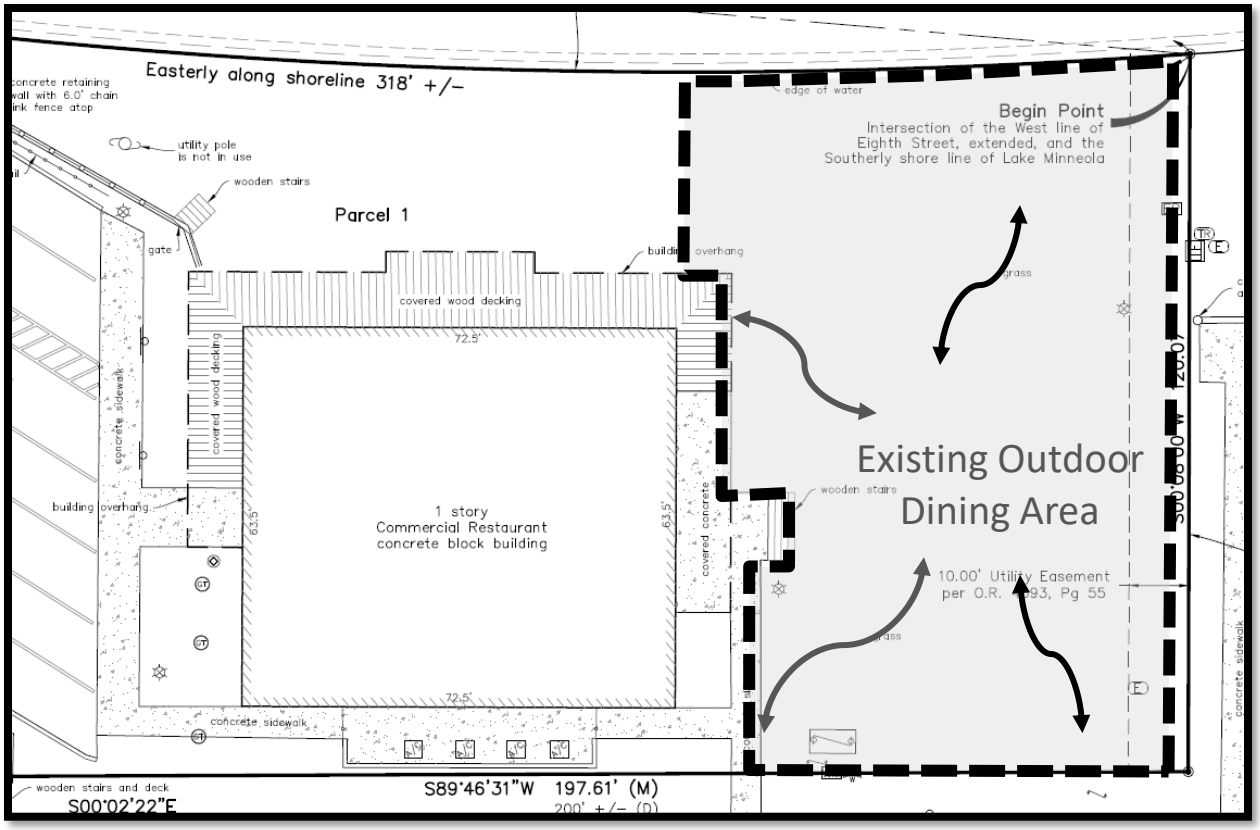
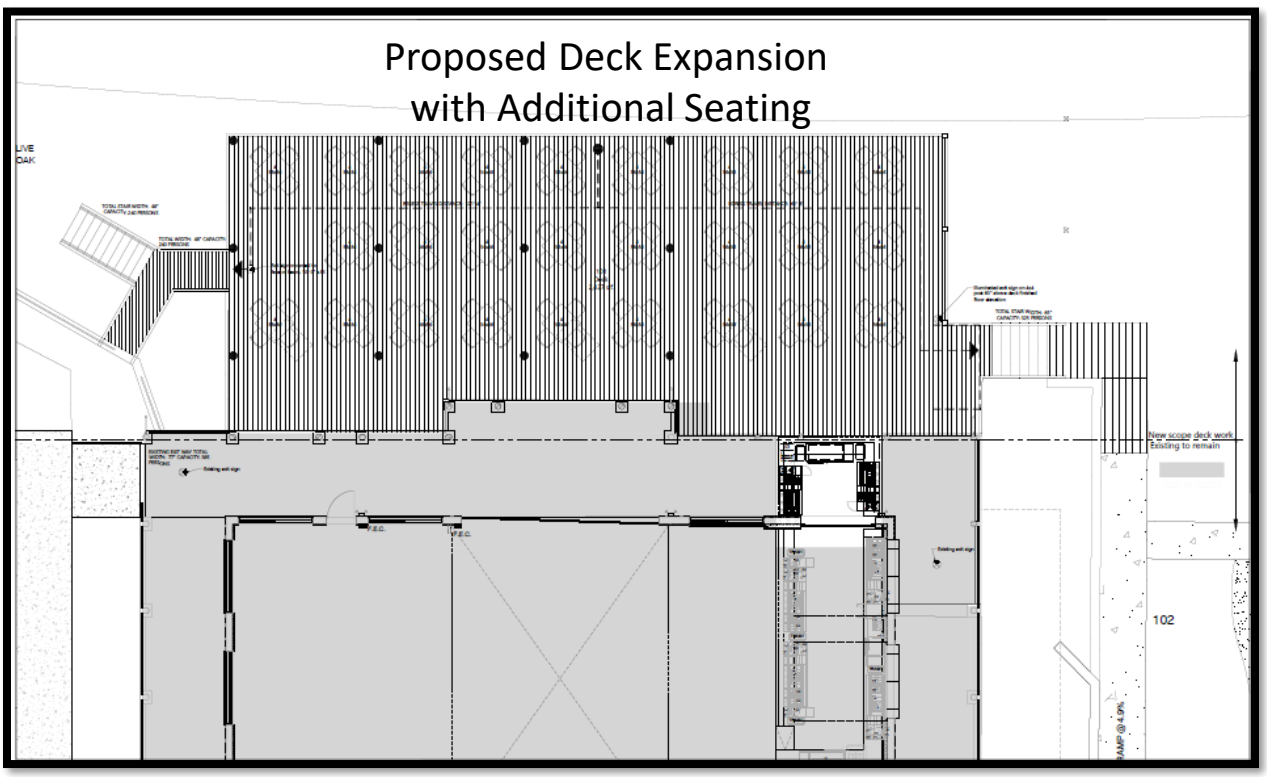


Exhibit - Location Map – 846 W. Osceola Street

Exhibit - Location Map – 846 W. Osceola Street

Exhibit – 846 W. Osceola Street





Applicable Codes

Florida Building Code (FBC), 2023 Eighth Edition
Florida Fire Prevention Code (FFPC), 2023 Eighth Edition
Florida Mechanical Code, 2023 Eighth Edition
Florida Plumbing Code, 2023 Eighth Edition
Florida Gas Code, 2023 Eighth Edition
Florida Existing Building Code, 2023 Eighth Edition
Referenced NFPA standards including:
NFPA 101 2021 Edition resides in FFPC 8th edition 2023
NFPA 33 2018 edition
NEC 2020

Building Classification

Occupancy: Existing restaurant renovation
Existing restaurant-Deck Addition

Group A-2, FBC, (Sect 303.3)
Building type, Type V-B
Deck s.f. = Approximately 2,427 s.f.

The existing building/covered area is sprinklered. The new deck addition is a separate fire area and is not connected to the existing building. The deck is open on all sides and does not require sprinklering.

NOTE: No additional square footage is being added to the existing building. The new deck will connect to the existing deck.

Occupant Load and Egress Capacity Calculations

Occupant Load Factor:
FFPC NFPA 101 (Table 7.3.1.2): Assembly
FBC (Table 1004.1.5): A-2

Total Square Footage: 2,427 s.f.

Space	Occupant load factors	Total number of occupants
Deck	Phase 2 Exterior Deck 2,427/15 s.f. Bar Top 224"/18"	162 13
Total Occup.		175

Egress Width Requirements:
FFPC NFPA 101 (Table 7.3.3.1)
FBC (1005.3.2)

Doors	Occupants	Capacity factor Doors	Egress capacity Required	Egress capacity Provided
Restaurant	175	0.2"	35"	113"

FBC 1016.1 Exit Access Travel Distance NOTE: Emergency lighting shown on electrical drawings.
With sprinkler system 250'
without sprinkler system 200'

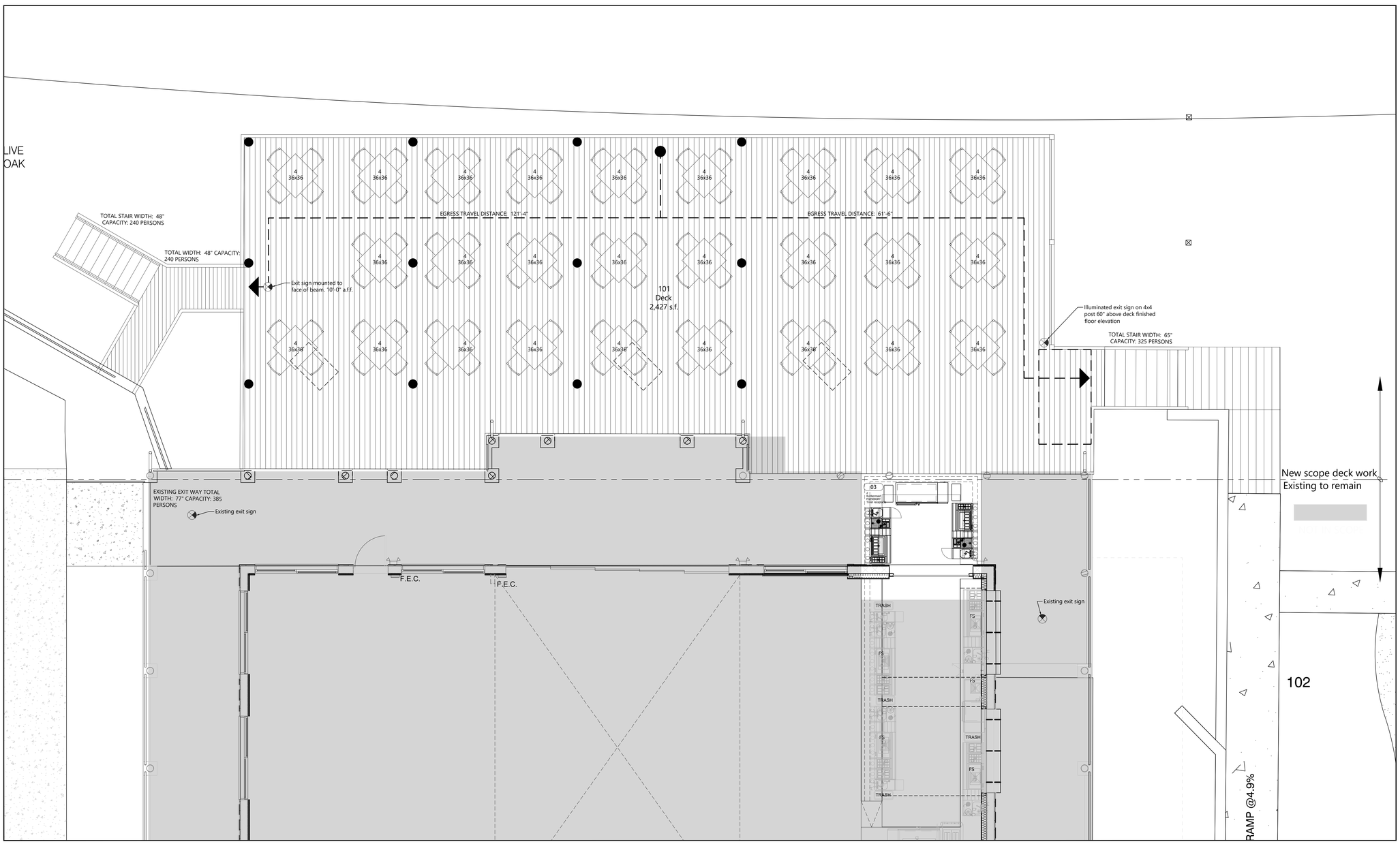
Maximum egress travel distance - 148'-4"
Maximum dead end - 13'-4"

Plumbing Occupant Loads and Capacity Calculations

Minimum Number of Plumbing Fixtures:
FBC 2020 - Plumbing (Table 403.1)

Level / Occup	Water closets Group A-2 - 1 : 75	
	Male (1/2 occ. load)	Female (1/2 occ. load)
	Req'd/ Prov'd	Req'd/ Prov'd
292 (A-2)-Existing	(146) 2 / 7	(146) 2 / 7
175 (A-2)-Deck Addition	(88) 1 / 7	(88) 1 / 7

Lavatories Group A-2 - 1 : 200		Drinking Fountains Group A-2 - 1 : 500	Others
Male (1/2 occ. load)	Female (1/2 occ. load)		Service Sink
Req'd/ Prov'd	Req'd/ Prov'd	Req'd/ Prov'd	Req'd/ Prov'd
(234) 2 / 7	(234) 2 / 7	0 / 0	1 / 1



N O R T H

Life Safety Plan
Scale: 1/4" = 1'-0"

R D B
D E S I G N

1305 E. Knollwood Street
Tampa, Florida 33604
Tel (813) 765-7219

©2025 RDB Design

Consultant

STATE OF FLORIDA
GEORGE H. RICHARDS
AR96669
REGISTERED ARCHITECT

Project
Salt Shack Restaurant - Clermont
Deck Addition
846 W. Osceola Street
Clermont FL. 34711

Drawing Date:	August 13, 2025
Project Number	06-0425
Project Phase	Construction Documents

Life Safety Plan

LS1.1

Keynotes (#)

1. New 2"x6" P.T. stained wood deck.

2. Provide 5/8" and ¾" marine grade plywood base with leveling agent and finish with epoxy flooring to match existing bar floor. Turn epoxy up to 6" on inside face of bar dye wall plywood and install FRP over to the floor, typ. inside of bar wall. Refer to A9.3 for details.

3. New concrete bar top to match existing. refer to A9.3 for additional details.

4. New 6" bar dye wall. Finish interior with black FRP. Finish exterior with vertical 1x8 wood siding to match exterior of building, typical. Confirm existing wood species and match. Refer to A9.3 for additional details.

5. New Deck railing. Match existing railings. Refer to A9.2 for additional details..

6. Existing posts to remain.

7. Existing rain leaders to remain. Cut deck around leaders, typical.

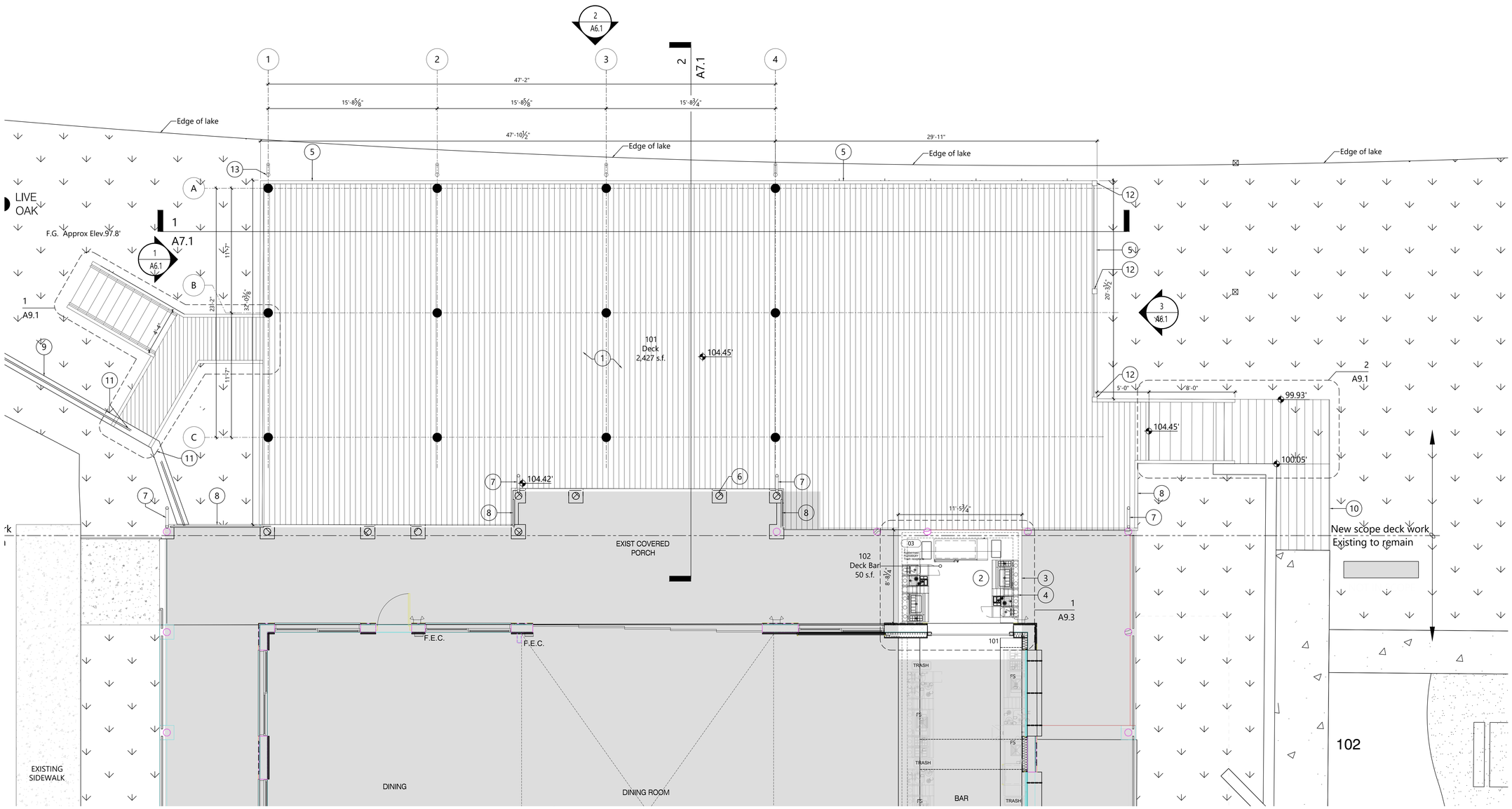
8. Existing guardrail to remain.

9. Existing parking curb..

10. New wood deck landing. refer to A9.2 and civil drawings for additional details.

11. Modify existing chain link fence to accommodate new deck walkway.

12. Provide 6"x6" P.T. wood post to support string lighting.



1 Deck Floor Plan
Scale: 1/4" = 1'-0"

RDB DESIGN

1305 E. Knollwood Street
Tampa, Florida 33604
Tel (813) 765-7219

©2025 RDB Design

Consultant

STATE OF FLORIDA
GEORGE H. RICHARDS
AR96669
REGISTERED ARCHITECT

Project

Salt Shack Restaurant - Clermont
Deck Addition
846 W. Osceola Street
Clermont FL. 34711

Drawing Date:	August 13, 2025
Project Number	06-0425
Project Phase	Construction Documents

Deck Floor Plan/
Bar Extension

A1.1

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

June 27, 2025

Verneka Strom
Lilly Pad Lodge LLC
1655 E Highway 50
Ste 203
Clermont, FL 34711-5056

SUBJECT: 42435-4
Salt Shack - Deck and Outdoor Dining Area

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on June 27, 2025. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to receive a copy of a Technical Staff Report (TSR) that provides the District staff's analysis of the permit application, go to our ePermit portal on the District's website at https://permitting.sjrwmd.com/ep/#/ep, and then click on "Regulatory Search" from the Search option on the blue bar. From the search page, enter the Application/Permit #, and the Sequence # in the appropriate boxes and then click on Search. Click on the application/permit number hyperlink, to take you to a listing of all documents, including the TSR, for this permit.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to our ePermit portal on the District's website at https://permitting.sjrwmd.com/ep/#/ep. Once you have logged in to your account go to the "Processed Applications" panel and click on the hyperlink in the "Items Due" column. If you don't see your permit on this panel, you can add it as a "Favorite" by clicking on the "Favorite" icon at the top of the dashboard. This hyperlink will take you to a list of pending submittals due, and choose the appropriate submittal and click on the "Edit" icon to add necessary documents or information, and then submit. You can also submit this compliance data from the "Services"

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND | Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH | J. Chris Peterson, SECRETARY WINTER PARK | Cole Oliver, TREASURER MERRITT ISLAND
Ryan Atwood MOUNT DORA | Doug Bournique VERO BEACH | Douglas Burnett ST. AUGUSTINE | Ron Howse COCOA | Janet Price FERNANDINA BEACH

menu after logging in to your account. You will find the link under "Miscellaneous" services menu. The associated compliance forms to comply with your permit conditions are available at https://www.sjrwmd.com/documents/permitting/ .

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at https://www.sjrwmd.com/documents/permitting/. You can apply for a permit transfer on our the District's ePermit portal at https://permitting.sjrwmd.com/ep/#/ep. Once you have logged in, click on "Transfer Request" from the "SWERP/ERP Applications" Services menu.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,

Jeff Prather, Division Director
Division of Regulatory Services
St. Johns River Water Management District
2501 S. Binion Rd
Apopka, Fl 32703
321-676-6609

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 42435-4 **DATE ISSUED:** June 27, 2025
PROJECT NAME: Salt Shack - Deck and Outdoor Dining Area
A PERMIT AUTHORIZING:
Construction and operation of a Stormwater Management System for a 1.06 acre project, known as Salt Shack - Deck and Outdoor Dining Area, as per plans received by the District on April 25, 2025.

LOCATION:
Section(s): 24 Township(s): 22S Range(s): 25E
Lake County

Receiving Water Body:

Name	Class
Lake Minneola	III Fresh, OFW

ISSUED TO:
Lilly Pad Lodge LLC
1655 E Highway 50
Ste 203
Clermont, FL 34711-5056

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:
See conditions on attached "Exhibit A", dated June 27, 2025

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: Nicole Martin

Nicole Martin
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 42435-4
Salt Shack - Deck and Outdoor Dining Area
DATED June 27, 2025

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

b. For all other activities — “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant

associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

22. The proposed project must be constructed and operated as per plans received by the District on April 25, 2025.

23. The installation of the french drain, connection to the Victory Point master pond, and the exfiltration trench must be completed within six months of permit issuance.

24. All activities are located in uplands and above the safe upland line. No work is proposed in wetland or in sovereign, submerged lands (Lake Minneola). This includes mooring vessels along the shoreline. The permittee shall install permanent no mooring signs as shown on the plans received by the District on April 25, 2025.

CITY OF CLERMONT
Staff Analysis Report

OWNER: Lilly Pad Lodge, LLC

APPLICANT: Jimmy Crawford

PROJECT NAME: Salt Shack Deck

REQUESTED ACTION: Consider a request for a Conditional Use Permit to amend 2023-011R to include an additional outdoor seating area towards the north side of the Salt Shack on the Lake restaurant.

SIZE OF PARCEL: 1.06 +/- Acres

LOCATION: Northwest of the W Osceola St. and 8th St. intersection (Alternate Key 1616891 & 3784611)

EXISTING ZONING: Central Business District (CBD)

FUTURE LAND USE: Downtown MU

EXISTING USE: Restaurant

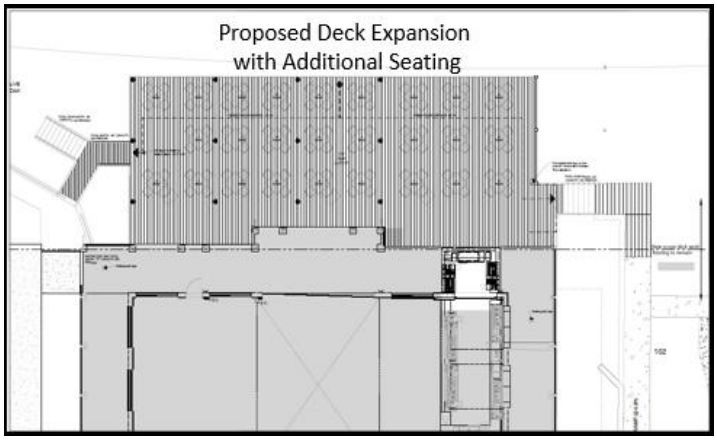
Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	N/A	N/A	N/A	Lake Minneola
South	Downtown MU	CBD	Retail	Epic Cycles
East	Parks	Parks and Recreation District	Park & Trail	Waterfront Park
West	Downtown MU	CBD	Parking	Victory Pointe Parking Lot

STAFF ANALYSIS:

The applicant, Jimmy Crawford, Esq., is requesting a Conditional Use Permit (CUP) amendment to revise the site plan in Resolution 2023-011R to include the expansion of the restaurant deck and an additional outdoor seating area on the north side of the Salt Shack on the Lake restaurant, located in the CBD Central Business District. The property is located at 846 West Osceola Street, formerly known as Lilly's on the Lake.

The proposed amendment includes an enlarged deck footprint and the addition of new outdoor seating to accommodate increased dining capacity. With the addition of seating, staff has included an updated condition in the revised resolution requiring that any additional parking demand generated by the expanded seating area be satisfied through payment into the City's Parking Fund, as allowed under 115-14 (c)(2) of the Land Development Code. This payment must be made prior to approval of the Site Review application. The current cost per space in the parking fund is $3,000, as approved by City Council. If this is increased prior to the time of site plan approval, then the applicant would be responsible for paying the new fee. Based upon the anticipated additional seating of 104 seats, the parking requirements would be one space for every 8 seats. This would equate to 13 spaces and a payment of $39,000 into the parking fund at the current rate.



The project does not require approval from the City regarding lakefront impacts. The applicant has already secured permit approval for the proposed improvements from the St. Johns River Water Management District (SJRWMD).

The CUP amendment does not alter the approved use but modifies the configuration of the outdoor dining area to improve functionality and enhance customer experience. All other conditions of Resolution 2023-011R remain in effect.

The proposed increase in seating does not appear to be detrimental to the health, safety and welfare of the surrounding community. The City did receive a noise complaint in May of 2024. An investigation was conducted and it was found that the sound was a result of the mechanical equipment at the site. Sound compression blankets were installed on the exhaust fans and HVAC equipment in July of 2024. This reduced the sound decibels well below the City's sound decibel limits and no further complaints have been received.

STAFF RECOMMENDATION:

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212 requires specific development standards that are required to be met. Staff has reviewed the application as submitted in accordance with the development standards criteria and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community. Staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2026-005R.

CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Date 11-12-25	FEE: $845 + cost of advertisement + cost of traffic review (if necessary)		
Project Name (if applicable) Salt Shack Deck			
Applicant Jimmy Crawford			
Contact Person " "			
Address 702 W. MONTROSE ST.	City CLERMONT	State FL	Zip 34711
Telephone (352) 432-8644	(Glad you Finally gave up on the Fax #!)		
Email jcrawford@cmhlawyers.com; Ewysocki@cmhlawyers.com			
PROPERTY OWNER INFORMATION ■ (Check box if owner information is same as applicant)			
Property Owner Name Lilly Pad Lodge, LLC			
Owner Address 6160 Fairmont Ave; Suite A	City San Diego	State CA	Zip 92120
Telephone (352) 432-8644	Email jcrawford@cmhlawyers.com		
PROPERTY INFORMATION			
Address of Subject Property 846 W. Osceola St, Clermont	Alternate Key 3784611	FL	Zip 34711
General Location Lake Minneola, Osceola + 8th St			
Legal Description & Alternate Key (include copy of survey) 3784611 - see attached			
Land Use (City verification required) Downtown MU			
Zoning (City verification required) CBD			

CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Detailed Description of request (What are you proposing to do, and why is it appropriate for this location?) Attach additional page if necessary.

- Add decking and ≈ 19 4-top tables (76 seats)
- Requires only Concept Plan amendment.

Jimmy Crawford
Applicant Name (print)

Applicant Name (signature)

Erikstrom, Mgr
Owner Name (print)

Owner Name (*signature*)

******NOTICE******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542
Planning@clermontfl.org

02/08/2024

PROPERTY RECORD CARD

General Information

Name:	LILLY PAD LODGE LLC	**Alternate Key:**	3784611
Mailing Address:	6160 FAIRMONT AVE STE A SAN DIEGO, CA 92120 *Update Mailing Address*	**Parcel Number:**	24-22-25-0175-000-00019
		Millage Group and City:	00C1 Clermont
		2023 Total Certified Millage Rate:	17.3304
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	846 W OSCEOLA ST CLERMONT FL, 34711	**Property Name:**	LILLY'S ON THE LAKE *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	CLERMONT BEG AT INTERSECTION OF W LINE OF EIGHTH ST, EXTENDED & S'LY SHORE LINE OF LAKE MINNEOLA, RUN S'LY ALONG W LINE OF EIGHTH ST TO A POINT 54 FT N'LY, MEASURED AT RIGHT ANLGES FROM CENTERLINE OF SEABOARD COAST LINE OF RR R/W, THENCE W'LY PARALLEL WITH CENTERLINE 200 FT TO THE POINT OF INTERSECTION WITH A LINE PARALLEL TO & 30 FT S'LY, MEASURED AT RIGHT ANGLES FROM CENTERLINE OF TAVARES & GULF RR R/W, W'LY ALONG SAID LINE PARALLEL TO SAID CENTERLINE OF TAVARES & GULF RR R/W 287.50 FT TO E LINE OF WEST AVE, N ALONG E LINE OF WEST AVE EXTENDED TO THE S'LY SHORE LINE OF LAKE MINNEOLA, E'LY ALONG SAID SHORE LINE 490 FT TO POB--LESS FROM INTERSECTION OF E R/W LINE OF WEST AVE WITH N R/W LINE OF OSCEOLA ST RUN N 00DEG 04MIN 04SEC E ALONG SAID E R/W LINE OF WEST AVE 43.10 FT FOR POB, CONT N 00DEG 04MIN 04SEC E ALONG SAID E R/W LINE 161 FT TO A POINT ON SHORE LINE OF LAKE MINNEOLA & PT A, RETURN TO POB, RUN S 84DEG 57MIN 54SEC E 187.98 FT, N 00DEG 02MIN 22SEC W 148 FT TO SHORE LINE OF LAKE MINNEOLA, W'LY ALONG SAID SHORE LINE TO PT A-- PB 8 PGS 17-23 ORB 4044 PG 1584		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	RESTAURANT (2100)	0	0		37510.000	Square Feet	$635,419.00	$635,419.00
2	SUBMERGED LAND (9500)	0	0		0.230	Acre	$2.00	$2.00

Click here for Zoning Info **FEMA Flood Map**

Commercial Building(s)

Building 1

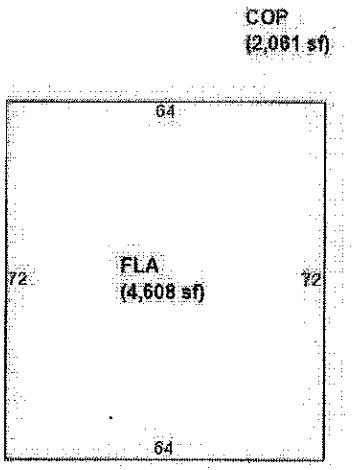
Commercial	Building Value: $522,694.00 Building Use: RESTAURANT & CAFETERIA (21C) Structure Type:

Summary	
Year Built:	2015
Total Effective Area:	6669
Full Bathrooms:	2
Half Bathrooms:	0
Elevators:	0
Elevator Landings:	0
Residential Units:	0
Kitchens:	0
Fireplaces:	0

Section(s)

Section Type	No. Stories	Ground Floor Area
COMMERCIAL CANOPY (COP)	1.00	2061
FINISHED LIVING AREA (FLA)	1.00	4608

View Larger



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	11519	SF	2015	$12,689.00
2	PAVING (CPAV2)	1661	SF	2015	$3,163.00
3	DECORATIVE WALL (CDWL2)	288	SF	2015	$1,438.00
4	FENCE (CFEN2)	381	SF	2015	$842.00
5	PARKING LOT LIGHT (CPFL1)	5	UT	2015	$2,960.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name.

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4044 / 1584	06/2011	Warranty Deed	Unqualified	Vacant	$650,000.00
2735 / 729	12/2004	Quit Claim Deed	Unqualified	Vacant	$245,000.00
1660 / 22	11/1998	Warranty Deed	Qualified	Vacant	$413,800.00
1660 / 14	11/1998	Quit Claim Deed	Unqualified	Vacant	$0.00
1660 / 8	11/1998	Quit Claim Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$1,179,207	$1,179,207	$1,179,207	5.0364	$5,938.96
SCHOOL BOARD STATE	$1,179,207	$1,179,207	$1,179,207	3.2080	$3,782.90
SCHOOL BOARD LOCAL	$1,179,207	$1,179,207	$1,179,207	2.9980	$3,535.26
LAKE COUNTY WATER AUTHORITY	$1,179,207	$1,179,207	$1,179,207	0.2940	$346.69
ST JOHNS RIVER FL WATER MGMT DIST	$1,179,207	$1,179,207	$1,179,207	0.1793	$211.43
CITY OF CLERMONT	$1,179,207	$1,179,207	$1,179,207	5.0600	$5,966.79
LAKE COUNTY MSTU AMBULANCE	$1,179,207	$1,179,207	$1,179,207	0.4629	$545.85
LAKE COUNTY VOTED DEBT SERVICE	$1,179,207	$1,179,207	$1,179,207	0.0918	$108.25
				Total: 17.3304	**Total:** $20,436.13

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $5,000)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

SALT SHACK LEGAL DESCRIPTION

Property Description Parcel 1: The land referred to herein below is situated in the County of Lake, State of FL, and is described as follows: BEGIN at the intersection of the West line of Eighth Street, extended, and the Southerly shore line of Lake Minneola, according to the Official Map of Clermont, recorded in Plat Book 8, Pages 17 through 23, inclusive, Public Records of Lake County, Florida, run thence Southerly along the West line of Eighth Street to a point 54 feet Northerly, measured at right angles, from the center line of the Seaboard Coast Line Railroad Company's main tract; thence Westerly, parallel with the center line of said main track 200 feet, more or less, to the point of intersection with a line parallel to and 30 feet Southerly, measured at right angles, from the center line of the former Tavares and Gulf Railroad Company's main track as formerly located; thence Westerly along said line parallel to said center line of Tavares and Gulf Railroad Company's former track, 287.5 feet, more or less, to the east line of West Avenue, Official Map of Clermont; thence North along the East line of West Avenue extended to the Southerly shore line of Lake Minneola; thence Easterly along said shore line 490 feet, more or less, to the POINT OF BEGINNING.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY: GEORGE H. RICHARDS USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Digitally signed by George H Richards
Date: 2025.08.26 23:12:27 -04'00'

SALT SHACK
ON THE LAKE

Exterior Renovation
848 W. Osceola Street
Clermont, Florida 34711

R D B
D E S I G N

1305 East Knollwood Street
Tampa FL. 33604

Construction Documents

Project No. 07-0425

August 13, 2025

USA TODAY CO.

LocaliQ

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	City of Clermont
Contact Phone:	352.394.4081
Contact Email:	
PO Number:	

Date:	02/25/2026
Order Number:	12120172
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	43.0000
Height in Inches:	3.5700

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	03/17/2026 - 03/17/2026	Public Notices
LEE dailycommercial.com	1	03/17/2026 - 03/17/2026	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$69.94
Tax Amount	$0.00
Service Fee 3.99%	$2.79
Cash/Check/ACH Discount	-$2.79
Payment Amount by Cash/Check/ACH	$69.94
Payment Amount by Credit Card	$72.73

Order Confirmation Amount	**$69.94**

Ad Preview

LEGAL NOTICE

On Tuesday, March 24th, 2026 at 3:00 PM the Clermont City Council will consider a request for a Conditional Use Permit (2026-005R) to amend 2023-011R to include an additional outdoor seating area towards the north side of the Salt Shack on the Lake restaurant located in the CBD Central Business District, at the following location:

LOCATION

Northwest of the W Osceola St. and 8th St. intersection
846 W Osceola St.
(AK 1616891 & 3784611)

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

3/17/2026

CITY OF CLERMONT

AGENDA ITEM

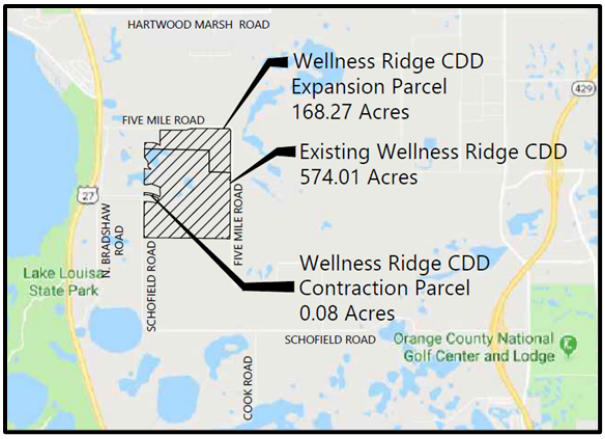
Meeting Date
Tuesday, March 24, 2026

Agenda Item Name
Ordinance No. 2026-011 *Intro* *Amend Community Development District*

Requested Action
Recommend introduction of Ordinance No. 2026-011.

Staff Report

The Petitioner, the Wellness Ridge Community Development District (CDD), is requesting to amend the current CDD Ordinance No. 2022-018 to expand and contract the boundary of the District to add approximately 168.27 acres and contract 0.08 acres. The current boundary includes 574.01 acres of land within the District, which is known as the Wellness Ridge Development. The Petitioner would like to add the "Sanctuary at Wellness Ridge" property, which is approximately 168 acres. The contractionn includes a small portion of the neighborhood non-residential center. The request would increase the boundary district to approximately 742.20 acres.



As part of the review, City staff requested 2 conditions be placed into the ordinance. One was under Section 6, Assessments, and the other under Section 7, Board Turnover. These conditions have been added to protect the current lot owners. The Petitioner provided an estimated buildout budget analysis with the proposed expansion area included. It indicated on page 3 of the report that the assessment rate comparison showed a 10% reduction in gross per unit assessment at the build-out of the District.

The creation of the CDD is governed under Chapter 190 of the Florida Statutes. Within Lake County, there are close to 60 CDD's in existence, of which four are in the City of Clermont. The original CDD was presented and approved by City Council on May 10th, 2022 for the Wellness Ridge property. The City Council's role is to hear the petition and vote to either approve or deny the requested expansion and contraction of the boundary of the Wellness Ridge CDD to include the future Sanctuary at Wellness Ridge property. The City has received an objection email from one of the property owners within Wellness Ridge Subdivision, which has been included in the packet for your review.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord. 2026-011 Wellness Ridge Amend CDD (03.13.2026)	Ord. 2026-011 Wellness Ridge Amend CDD (03.13.2026).pdf
2. Estimated Buildout Budget (2.25.26)	Estimated Buildout Budget (2.25.26).pdf
3. Submission Packet - Wellness Ridge CDD Petition to Expand and Contract Boundary (12.08.25) _	Submission Packet - Wellness Ridge CDD Petition to Expand and Contract Boundary (12.08.25) _.pdf
4. CDD objection email	CDD objection email.pdf
5. Wellness Ridge CDD Legal Ad	Wellness Ridge CDD Legal Ad.pdf

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ORDINANCE 2022-018 TO EXPAND AND CONTRACT THE BOUNDARIES OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED WITHIN THE CITY OF CLERMONT, FLORIDA; DESCRIBING THE BOUNDARIES OF THE LAND TO BE REMOVED AND ADDED FROM THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AND DESCRIBING THE NEW EXTERNAL BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AFTER EXPANSION AND CONTRACTION; PROVIDING FOR ALL OTHER CONDITIONS TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY AND REPEAL; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RECORDING.

WHEREAS, the Wellness Ridge Community Development District (the "District") was established by Ordinance No. 2022-018 of the City Council of City of Clermont, Florida (the "City"), adopted on May 10, 2022 (the "Establishment Ordinance");

WHEREAS, on December 9, 2025, the City received a Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "Petition") from the District;

WHEREAS, the City has considered the record of the public hearing and the statutory factors set forth in Chapter 190, *Florida Statutes*, in making its determination to grant or deny the Petition;

WHEREAS, pursuant to the information contained within the Petition, an investigation conducted by City staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District, the City has decided to grant the Petition to amend Ordinance No. 2022-018 to accomplish said purpose.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont in lawful session assembled, as follows:

SECTION 1. RECITALS

The above Recitals are hereby incorporated herein by reference as legislative findings of fact in support of this Ordinance.

SECTION 2. AUTHORITY

This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, and Florida law.

SECTION 3. EXPANSION

The land described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Expansion Parcel") is comprised of approximately 168.27 acres of land and is hereby added to the boundary of the District.

SECTION 4. CONTRACTION

The land described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Contraction Parcel") is comprised of approximately .08 acres of land and is hereby contracted from the boundary of the District.

SECTION 5. EXTERNAL BOUNDARY OF THE DISTRICT

After adding the Expansion Parcel to and removing the Contraction Parcel from the boundary of the District, the District's boundary is hereby determined to be comprised of approximately 742.20 acres of land, as reflected in the metes and bounds legal description attached hereto as **Exhibit "C"**.

SECTION 6. ASSESSMENTS

The District agrees not to accept any conveyances from the Developer and/or HOA of roads or amenity areas in the Expansion Parcel development marketed as "The Sanctuary at Wellness Ridge," so as to avoid an increase in the level of operation and maintenance assessments related to such improvements on any existing lots in the District.

SECTION 7. BOARD TURNOVER

The current schedule for Board turnover, Florida Statutes Chapter 190.006, shall not be delayed due to the result of the proposed expansion.

SECTION 8. ALL OTHER CONDITIONS TO REMAIN UNCHANGED

Except as expressly referenced herein, all other terms and conditions of Ordinance 2022-018 shall remain unchanged and enforceable in accordance with the terms expressed herein.

SECTION 9. SEVERABILITY AND REPEAL

All ordinances, agreements, or resolutions and parts thereof in conflict herewith to the extent of such conflicts are hereby repealed. If any phrase, clause, sentence, paragraph, section or subsection of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Ordinance.

SECTION 8: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 9. EFFECTIVE DATE

This Ordinance shall take effect upon its publication and approval, as required by Florida law.

SECTION 10. RECORDING

A certified copy of the ordinance may be filed with the Clerk of the Circuit Court of Lake County, Florida, and duly recorded among the Public Records of Lake County, Florida at the Petitioner's expense.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of April 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

_____
Christian W. Waugh, City Attorney

Exhibit A

LEGAL DESCRIPTION OF EXPANSION PARCEL

[See attached.]

LEGAL DESCRIPTION (WELLNESS RIDGE EXPANSION PARCEL ONLY):

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06’55”E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53’05”E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

Exhibit B

LEGAL DESCRIPTION OF CONTRACTION PARCEL

[See attached.]

LEGAL DESCRIPTION (WELLNESS RIDGE CONTRACTION PARCEL ONLY):

A parcel of land being a portion of section 22, township 23 south, range 26 east lake county, florida, more particularly described as follows:

Commence at the northwest corner of tract fd-2, Wellness Ridge Phase 1-a; thence run south 00°23'17" West along the East right of way line of hancock road per said plat of Wellness Ridge Phase 1-a, for a distance of 2628.63 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of South 45°05'22" East and a chord distance of 35.65 feet; thence departing said east right of way line, run Southeasterly along the arc of said curve, through a central of 90°57'18" for a distance of 39.69 feet to a point of reverse curvature of a curve concave Southwesterly, having a radius of 1791.84 feet, a chord bearing of South 86°33'45" east and a chord distance of 250.69 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°01'21" for a distance of 250.89 feet to the point of beginning, said point being on a curve, concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 73°27'43" East, and a chord distance of 565.78 feet; thence run Southeasterly along the arc of said curve through a central angle of 18°10'03" for a distance of 568.16 feet to a point on the North right of way line of wellness way according to the plat of Wellness Ridge Phase 1-a, as recorded in plat book 78, pages 53 through 64 of the public records of Lake County, Florida, said point being on a non tangent line; thence run the following courses along said north right of way line: North 75°00'13" West for a distance of 28.27 feet to a point on a non tangent curve, concave Southwesterly having a radius of 2190.00 feet, with a chord bearing of North 71°45'24" West, and a chord distance of 332.20 feet; thence run Northwesterly along the arc of said curve through a central angle of 08°41'58" for a distance of 332.52 feet to a point on a non tangent line; thence run north 66°39'41" West a distance of 56.62 feet to a point on a non tangent curve concave Southwesterly having a radius of 2200.00 feet, with a chord bearing of North 79°30'59" west, and a chord distance of 150.08 feet; thence run Northwesterly along the arc of said curve through a central angle of 03°54'34" for a distance of 150.11 feet to the point of beginning.

The above described parcel of land contains 3,700 square feet, or 0.08 acres, more or less.

Exhibit C

OVERALL METES AND BOUNDS LEGAL DESCRIPTION AFTER EXPANSION AND CONTRACTION

[See attached.]

LEGAL DESCRIPTION:

SKETCH OF DESCRIPTION

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06'55"E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53'05"E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence S89°00'54"E, along said South line, a distance of 10.49 feet to the West Right of Way line of Five Mile Road; thence S00°19'09"W, along said West Right of Way line, a distance of 1,310.25 feet to a point on the North line of the Southeast ¼ of said Section 22; thence S00°27'16"W, a distance of 2,681.30 feet to a point on the South line of the Southeast ¼ of said Section 22; thence departing said West Right of Way line, run N89°12'03"W, along said South line, a distance of 2,612.50 feet to the Southwest corner of the Southeast ¼ of said Section 22; thence N89°32'30"W, along said South line, a distance of 2,587.56 feet to a point 60.00 feet East of the Southwest corner of the Southwest ¼ of said Section 22; thence N00°23'38"E, along a line 60.00 feet East of and parallel to the West line of the Southwest ¼ said Section 22, a distance of 2,175.74 feet; thence departing said parallel line, run S89°36'22"E, a distance of 250.13 feet; thence S84°10'21"E, a distance of 208.90 feet; thence S78°44'19"E, a distance of 322.40 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 830.00 feet and a Central Angle of 11°43'09"; thence run Northerly along the arc of said curve, a distance of 169.77 feet (Chord Bearing = N21°05'42"E, Chord = 169.47 feet) to a Point of Tangency; thence N26°57'16"E, a distance of 93.25 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 90°00'01"; thence run Northerly along the Arc of said curve, a distance of 39.27 feet (Chord Bearing = N18°02'44"W, Chord = 35.36 feet) to a Point of Non Tangency; thence N63°02'44"W, a distance of 69.42 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 1,671.84 feet and a Central Angle of 27°37'14"; thence run Westerly along the Arc of said curve, a distance of 805.94 feet (Chord Bearing = N76°51'21"W, Chord = 798.16 feet) to a Point of Compound Curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 88°56'45"; thence Southwesterly along the arc, a distance of 38.81 feet, (Chord Bearing= S44°51'40"W, Chord =35.03 feet) to a Point of Non Tangency, said point also being a point on the aforesaid parallel line; thence N00°23'38"E, along said parallel line, a distance of 143.33 feet to a point on the South line of the Northwest ¼ of aforesaid Section 22; thence N00°23'17"E, along a line 60.00 feet East of and parallel to the West line of the Northwest ¼ of said Section 22, a distance of 26.69 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 90°57'18"; thence run Southeasterly along the arc of said curve, a distance of 39.69 feet (Chord Bearing = S45°05'22"E, Chord = 35.65 feet) to a Point of Reverse Curve, Concave to the South, having a Radius of 1,791.84 feet and a Central Angle of

SEE SHEET 2 OF 14 FOR CONTINUATION

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). BASIS OF BEARING BEING THE WEST LINE OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING N00°06'55"E. THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: LENNAR

DATE OF SKETCH: 5/23/2025	REVISIONS:
SCALE: 1" = 1000'/300'	REV. LEGAL 9/8/2025
SEC. 15 & 22, TWP. 23 S, RNG. 26 E	REV. ACREAGE 11/3/2025
CAD FILE: AMENDED CDD	
JOB NO.: 23-259 DRAWN BY: BHJ	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

LEGAL DESCRIPTION (continued):

SKETCH OF DESCRIPTION

08°01'21"; thence Easterly along the arc, a distance of 250.89 feet, (Chord Bearing = S86°33'45"E, Chord = 250.69 feet) to a Point on a Non Tangent Curve, Concave to the South, having a Radius of 2200.00 feet and a Central Angle of 03°54'34"; thence run Southeasterly along the arc of said curve, a distance of 150.11 feet (Chord Bearing = S79°30'59"E, Chord = 150.08 feet) to a Point of Non Tangency; thence S66°39'41"E, a distance of 56.62 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2190.00 feet and a Central Angle of 08°41'58"; thence run Southeasterly along the arc of said curve, a distance of 332.52 feet (Chord Bearing = S71°45'24"E, Chord = 332.20 feet) to a Point of Non Tangency; thence S75°00'13"E, a distance of 28.27 feet to a Point on a Non Tangent Curve, Concave to the South, having a Radius of 1791.84 feet and a Central Angle of 01°19'54"; thence run Southeasterly along the arc of said curve, a distance of 41.64 feet (Chord Bearing = S63°42'48"E, Chord = 41.64 feet) to a Point of Non Tangency; thence S63°02'44"E, a distance of 68.37 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 25.00 feet and a Central Angle of 94°28'09"; thence run Easterly along the Arc of said curve, a distance of 41.22 feet (Chord Bearing = N69°43'11"E, Chord = 36.71 feet) to a Point of Compound Curve, Concave to the West, having a Radius of 370.00 feet and a Central Angle of 33°19'06"; thence Northerly along the arc, a distance of 215.16 feet, (Chord Bearing= N05°49'34"E, Chord =212.14 feet)to a point of reverse curve concave to the East having a Radius of 855.00 feet and a Central Angle of 23°12'50"; thence Northerly along the arc, a distance of 346.41 feet, (Chord Bearing = N00°46'26"E, Chord = 344.05 feet) to a Point of Non Tangency; thence N69°32'44"W, a distance of 625.69 feet; thence S42°14'16"W, a distance of 39.72 feet; thence S82°07'45"W, a distance of 127.35 feet; thence S82°09'06"W, a distance of 164.00 feet; thence N76°26'03"W, a distance of 32.81 feet; thence N89°36'43"W, a distance of 40.00 feet to a point on the aforesaid parallel line; thence N00°23'17"E, along said parallel line, a distance of 976.77 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 35.00 feet and a Central Angle of 92°19'17"; thence run Southeasterly along the arc of said curve, a distance of 56.40 feet (Chord Bearing = S45°46'21"E, Chord = 50.49 feet) to a Point of Tangency; thence N88°04'01"E, a distance of 75.27 feet to the Point of Curvature of a curve concave to the South, having a Radius of 1,030.00 feet and a Central Angle of 14°43'02"; thence run Easterly along the Arc of said curve, a distance of 264.57 feet (Chord Bearing = S84°34'28"E, Chord = 263.84 feet) to a Point of Non Tangency; thence N12°47'02"E, a distance of 45.00 feet; thence N58°22'48"W, a distance of 115.94 feet; thence N42°42'47"W, a distance of 108.10 feet; thence N19°04'09"E, a distance of 66.46 feet; thence N07°13'19"W, a distance of 226.44 feet; thence N39°01'14"W, a distance of 217.22 feet; thence N21°00'27"W, a distance of 67.17 feet; thence N89°36'43"W, a distance of 40.00 feet; thence N00°22'43"E, a distance of 531.67 feet to the North line of Section 22, Township 23 South, Range 26 East, Lake County, Florida, said point also being the Northwest corner of the a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Less and except therefrom:

Those parcels described in Official Records Book 849, Page 2162:

Parcel 122 (fee simple):
The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 2832.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 123 (fee simple):
The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):
The Northerly 25.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 845, Page 567:

Parcel 129 (fee simple):
The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast ¼ of the Southeast ¼ of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 851, Page 1455:

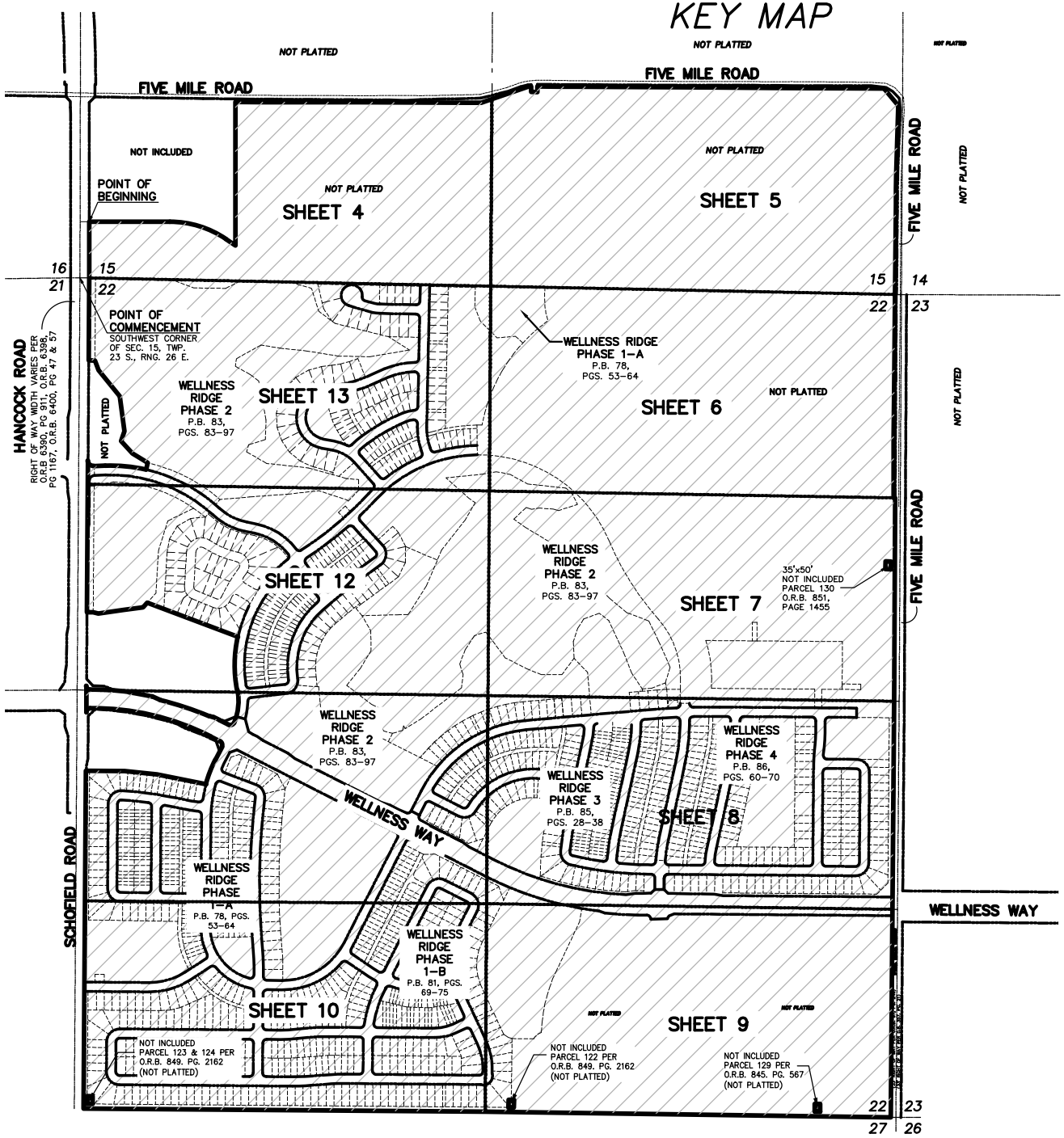
Parcel 130 (fee simple):
The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, all in the Public Records of Lake County, Florida.

Containing 742.20 acres, more or less.

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION
AMENDED CDD
KEY MAP



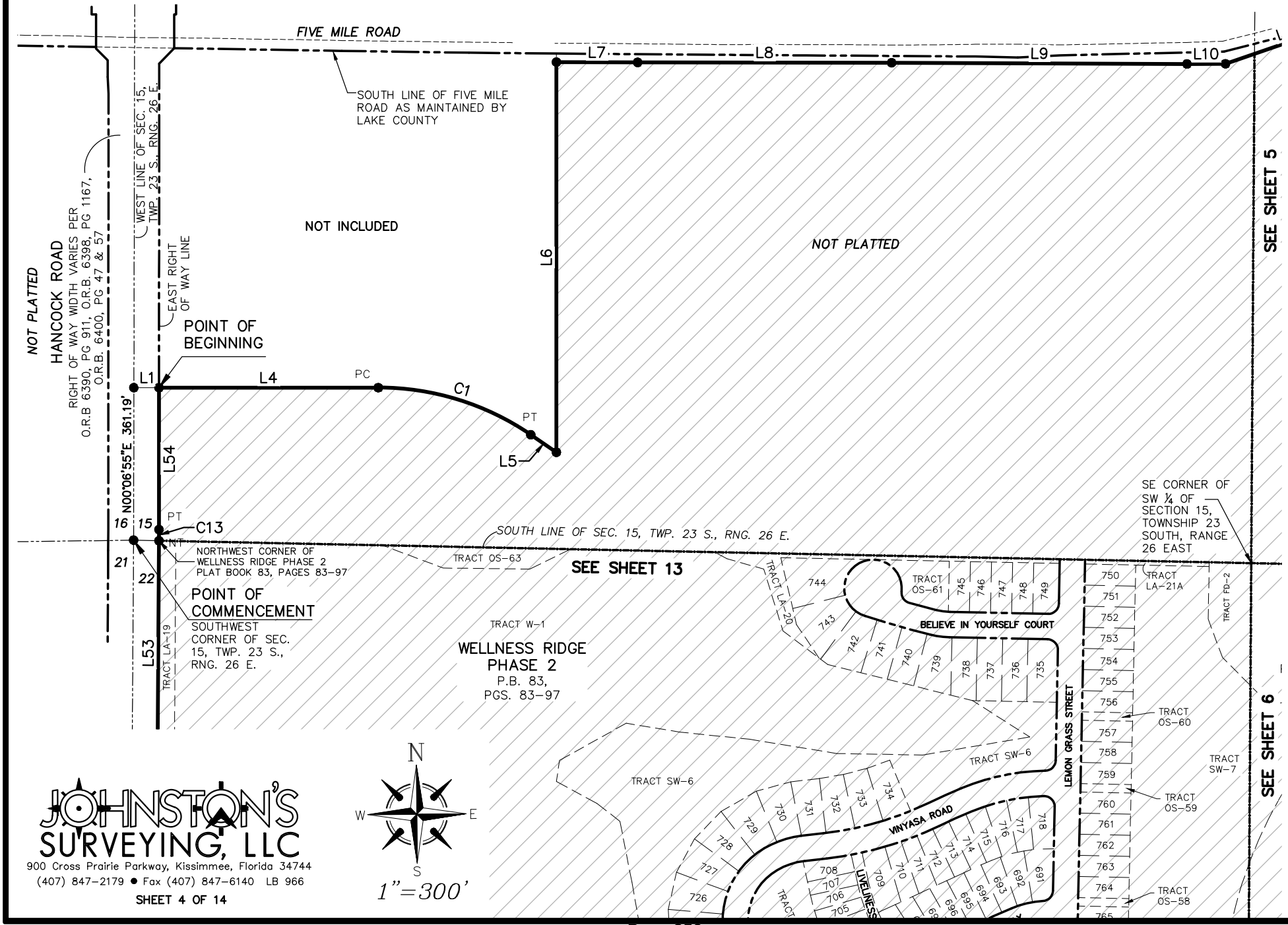
N
W E
S

1"=1000'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 3 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC

900 Cross Prairie Parkway, Kissimmee, Florida 34744

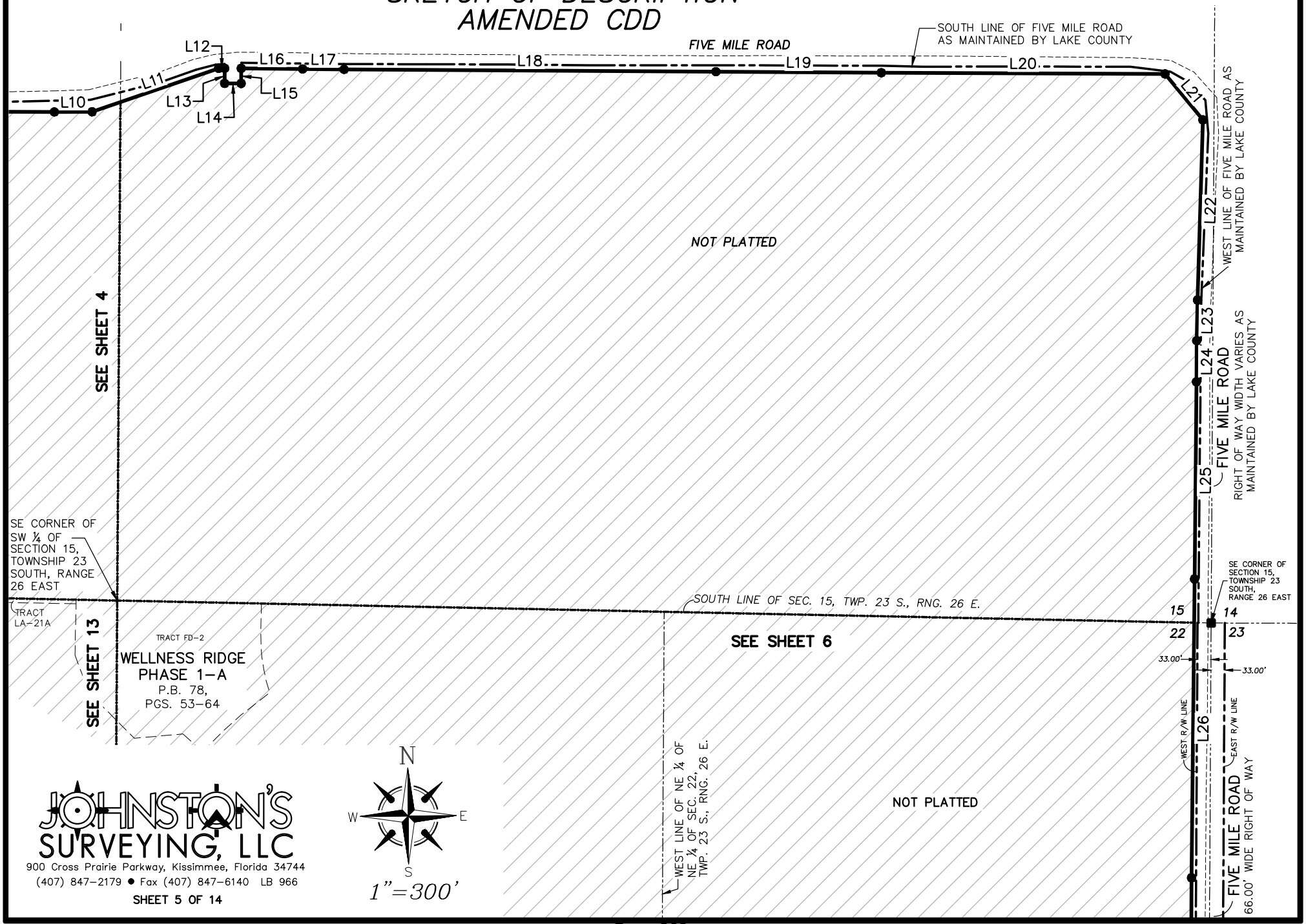
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 4 OF 14

N W E S

1"=300'

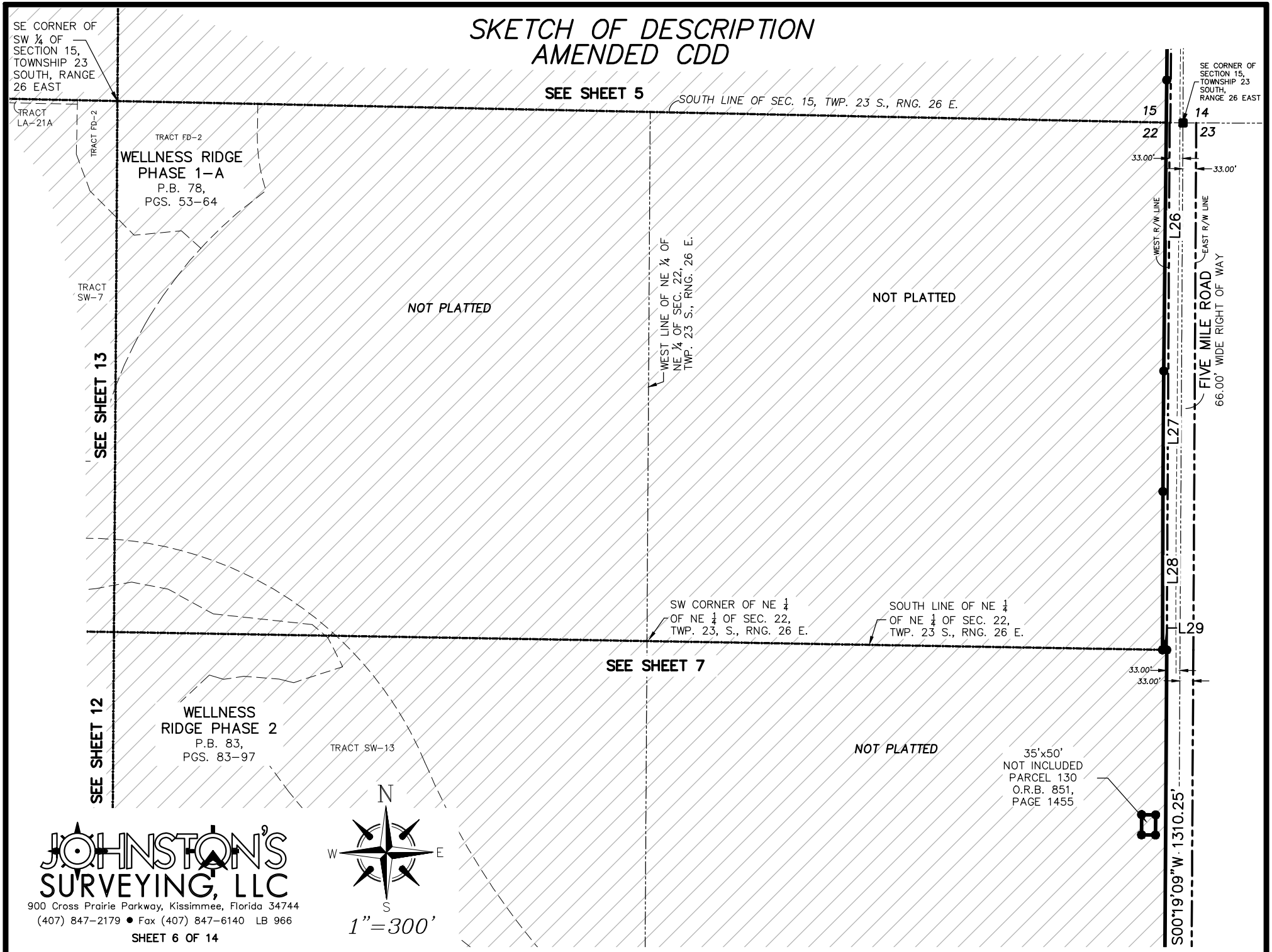
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 5 OF 14

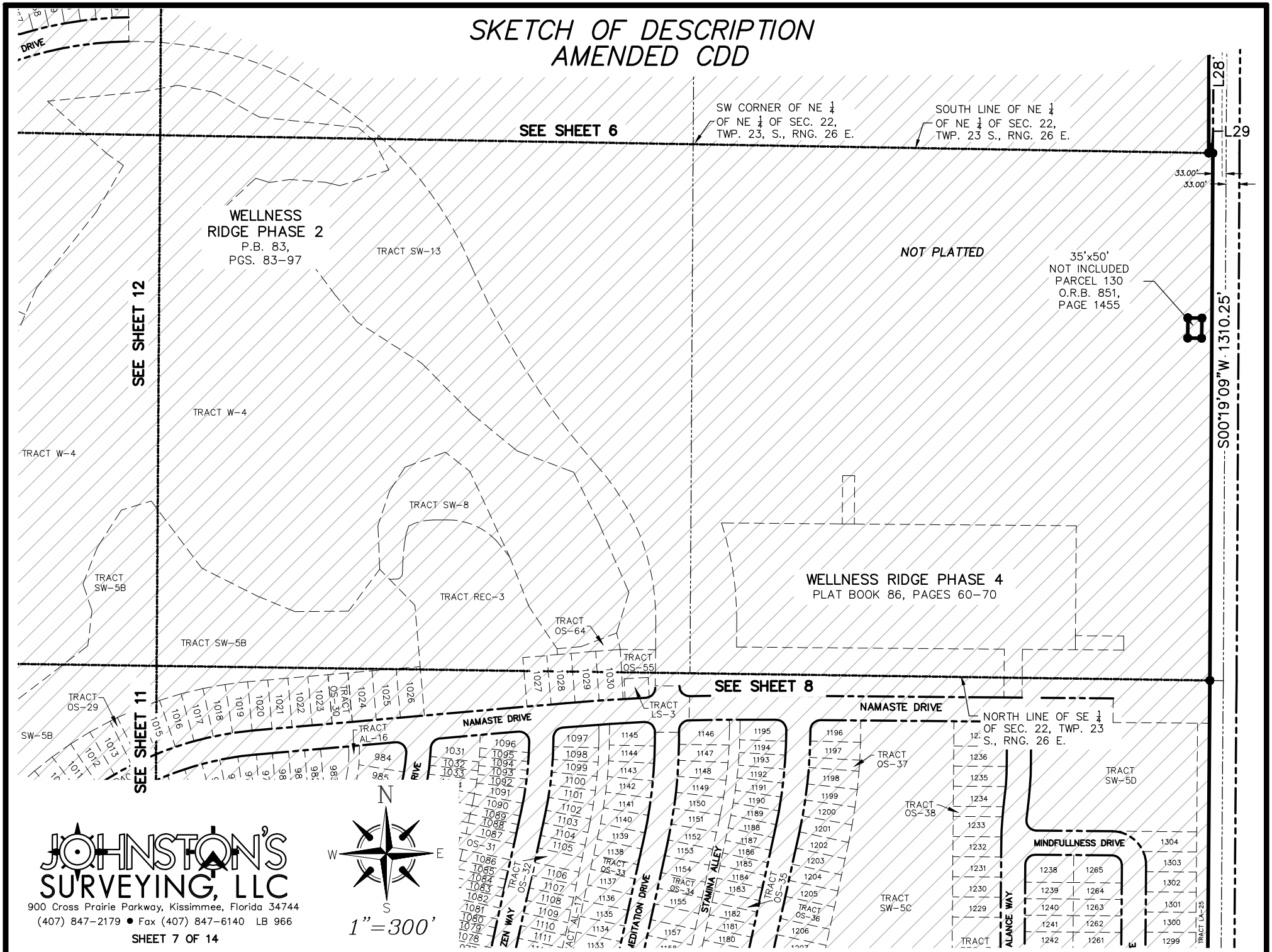
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 6 OF 14

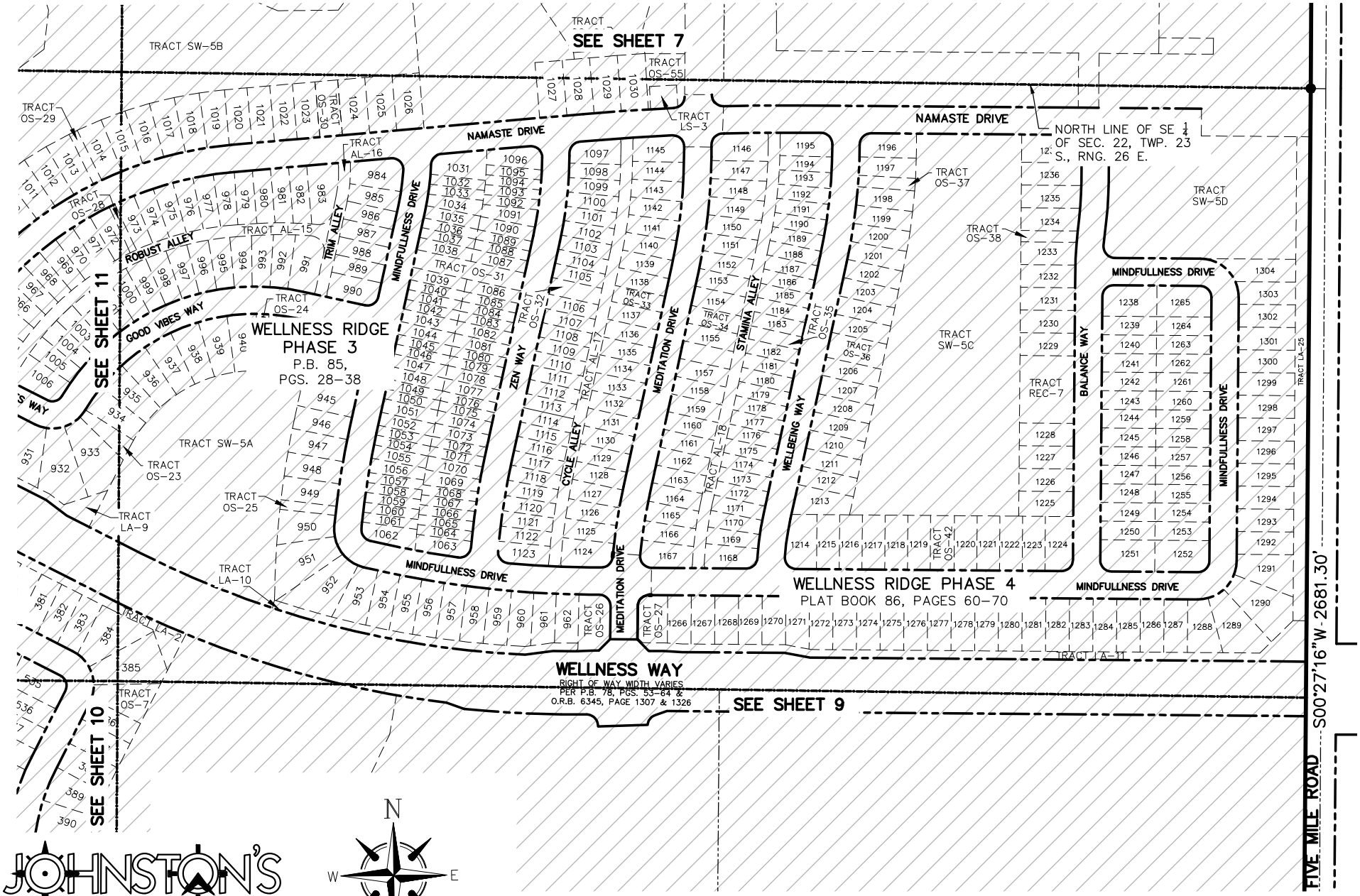
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 7 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



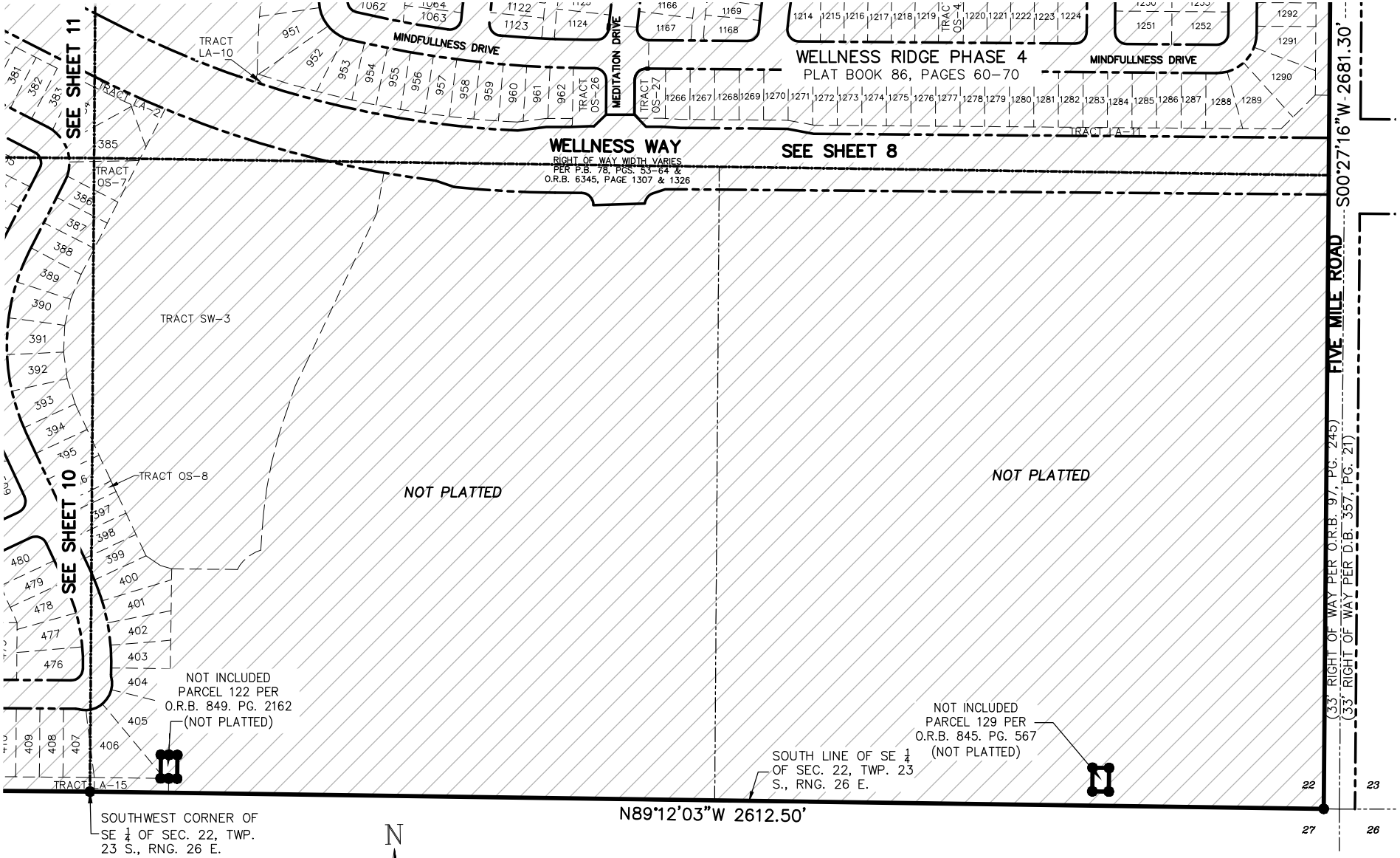
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 8 OF 14

N
W E
S

1"=300'

SKETCH OF DESCRIPTION
AMENDED CDD



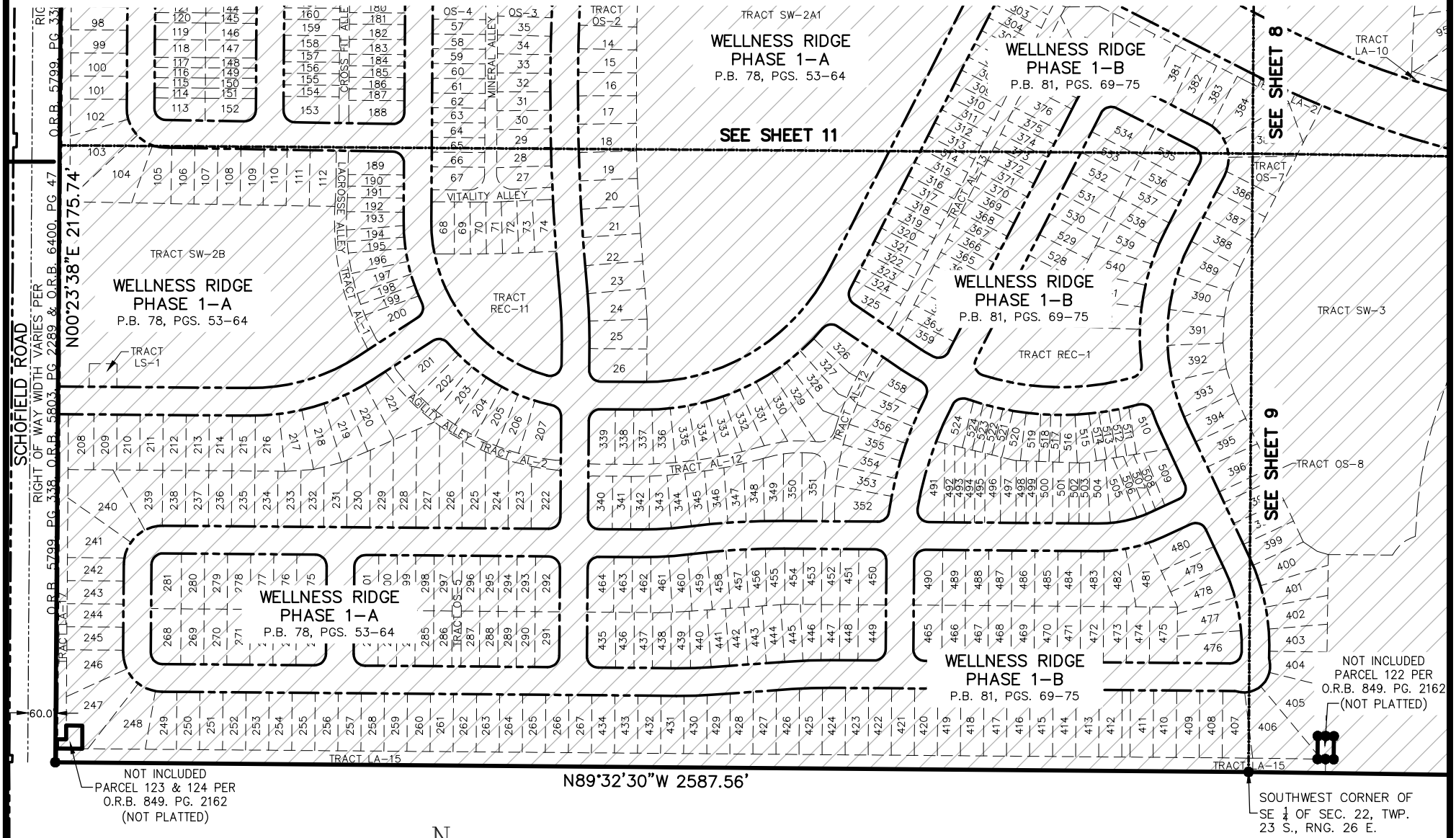
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 9 OF 14

N
W E
S

1"=300'

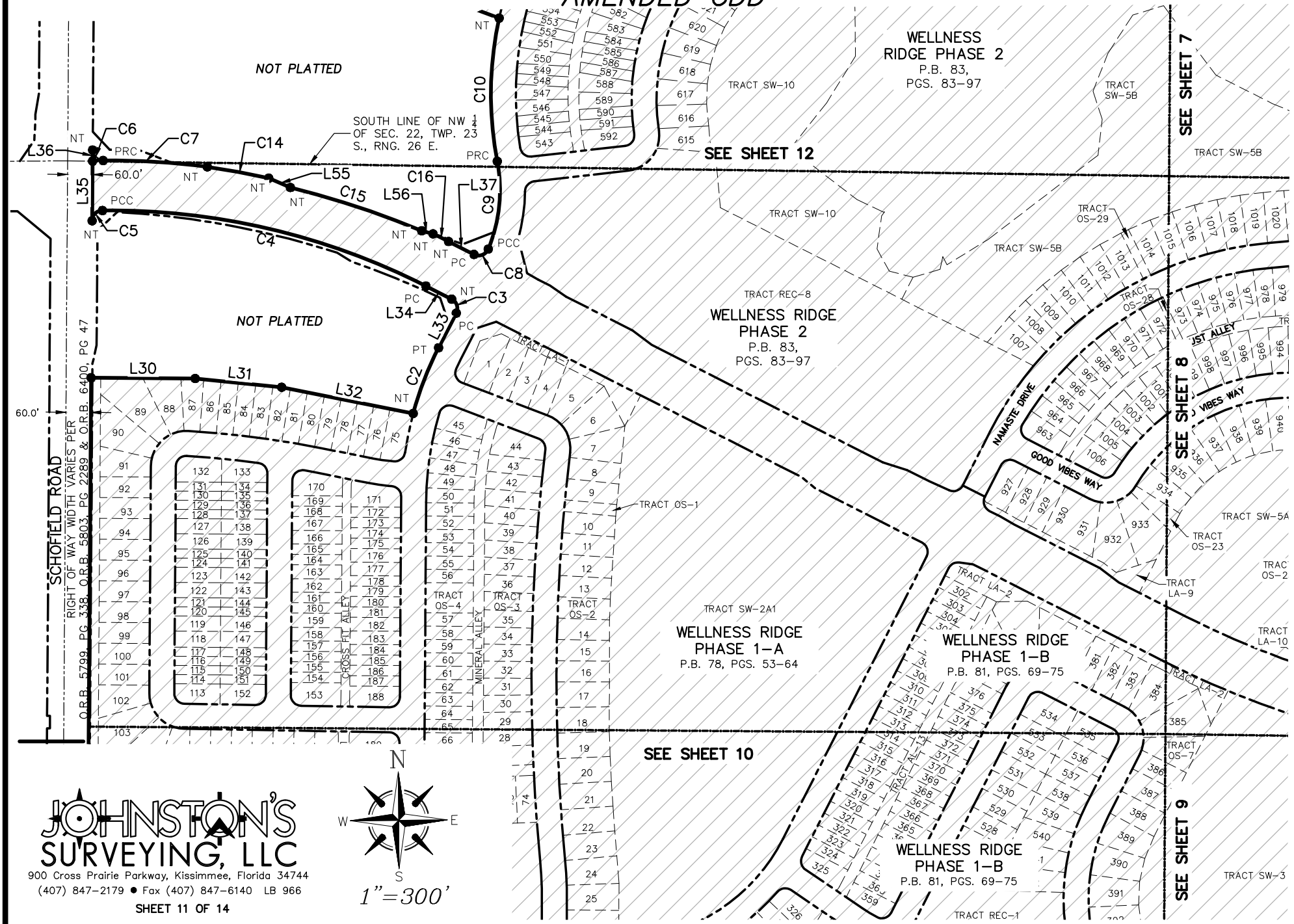
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 10 OF 14

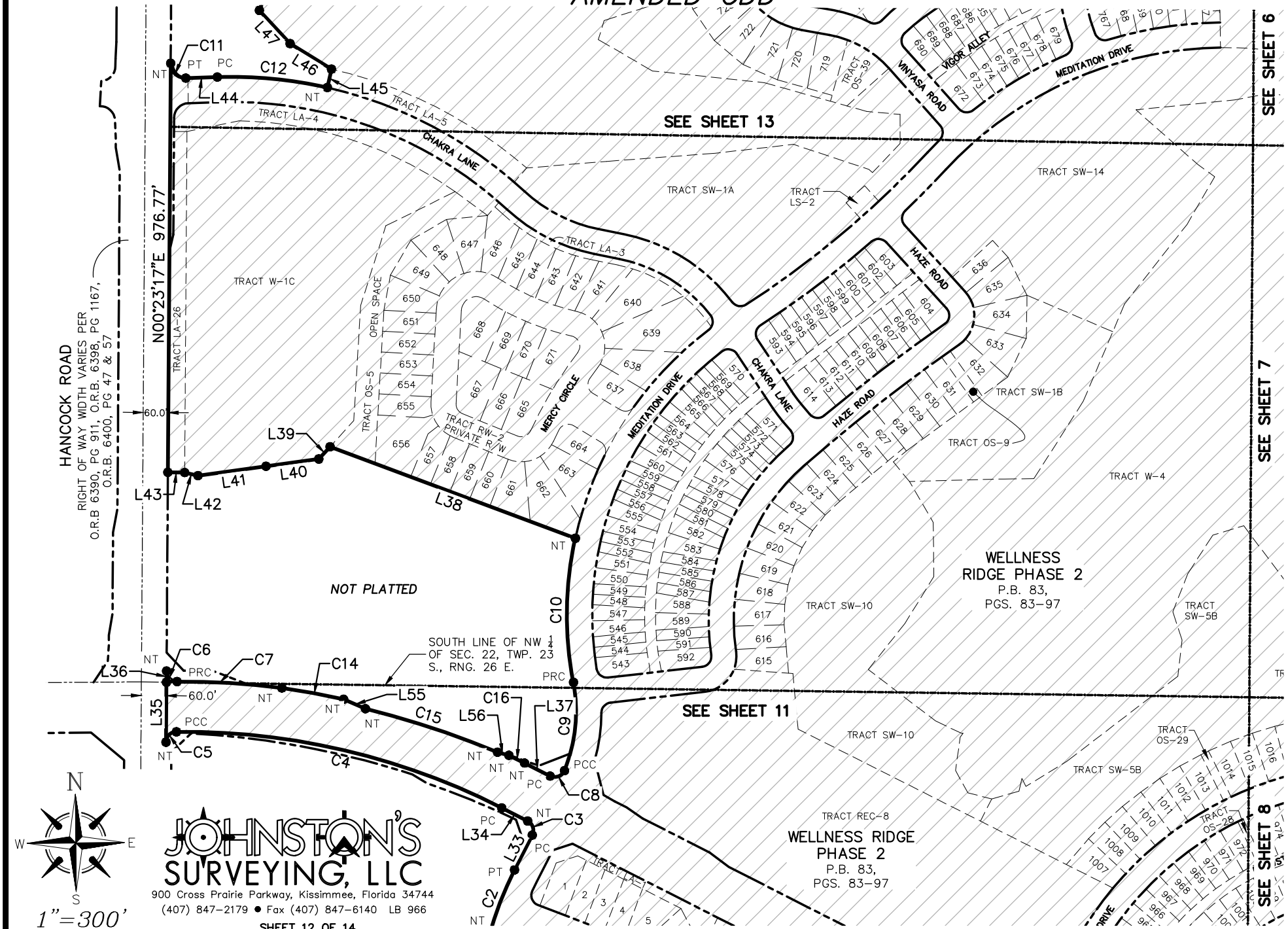
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 11 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



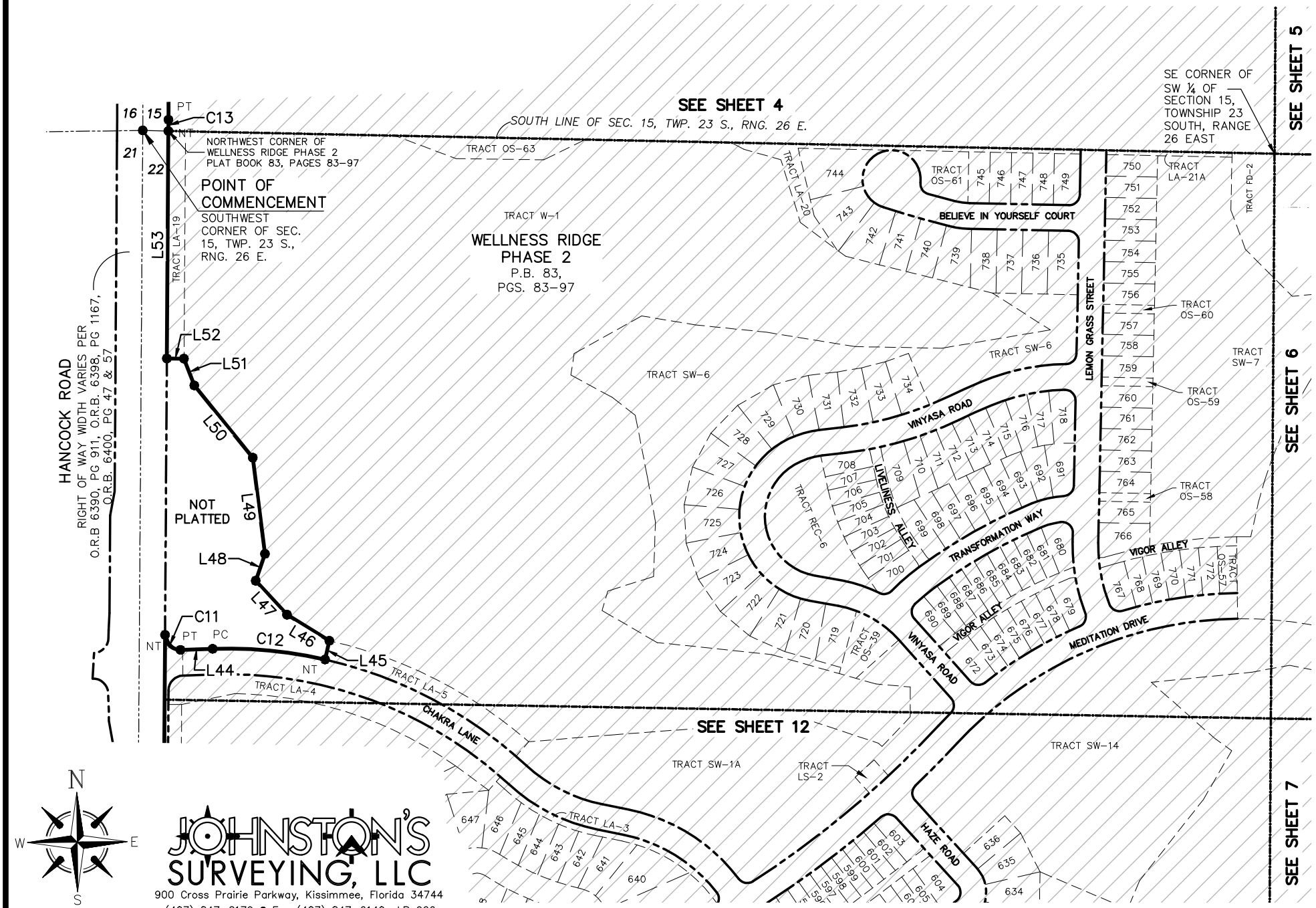
N
W E
S

1"=300'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 12 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



N
W E
S

1"=300'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 13 OF 14

LINE AND CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	640.00'	34°20'41"	383.63'	S72°49'39"E	377.92'
C2	830.00'	11°43'09"	169.77'	N21°05'42"E	169.47'
C3	25.00'	90°00'01"	39.27'	N18°02'44"W	35.36'
C4	1671.84'	27°37'14"	805.94'	N76°51'21"W	798.16'
C5	25.00'	88°56'45"	38.81'	S44°51'40"W	35.03'
C6	25.00'	90°57'18"	39.69'	S45°05'22"E	35.65'
C7	1791.84'	8°01'21"	250.89'	S86°33'45"E	250.69'
C8	25.00'	94°28'09"	41.22'	N69°43'11"E	36.71'
C9	370.00'	33°19'06"	215.16'	N05°49'34"E	212.14'
C10	855.00'	23°12'50"	346.41'	N00°46'26"E	344.05'
C11	35.00'	92°19'17"	56.40'	S45°46'21"E	50.49'
C12	1030.00'	14°43'02"	264.57'	S84°34'28"E	263.84'
C13	8060.00'	0°11'17"	26.44'	N00°07'22"E	26.44'
C14	2200.00'	3°54'34"	150.11'	S79°30'59"E	150.08'
C15	2190.00'	8°41'58"	332.52'	S71°45'24"E	332.20'
C16	1791.84'	1°19'54"	41.64'	S63°42'48"E	41.64'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°53'05"E	59.46'
L4	N90°00'00"E	519.14'
L5	S55°39'19"E	73.56'
L6	N00°00'00"E	923.96'
L7	S89°46'08"E	192.27'
L8	S89°54'57"E	601.49'
L9	S89°46'50"E	699.14'
L10	N89°50'41"E	91.15'
L11	N71°04'26"E	323.76'
L12	N89°51'13"E	14.63'
L13	S00°18'54"W	36.18'
L14	S89°41'06"E	40.00'
L15	N00°18'54"E	36.41'
L16	S89°24'40"E	148.53'
L17	S89°31'36"E	100.35'
L18	S89°38'36"E	899.24'
L19	S89°39'03"E	400.05'
L20	S89°45'36"E	686.39'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	S39°27'09"E	144.12'
L22	S01°43'38"W	436.09'
L23	S01°01'19"W	98.13'
L24	S00°30'58"W	99.49'
L25	S00°32'26"W	477.29'
L26	S00°34'39"W	722.77'
L27	S00°23'32"W	299.56'
L28	S00°11'21"W	393.41'
L29	S89°00'54"E	10.49'
L30	S89°36'22"E	250.13'
L31	S84°10'21"E	208.90'
L32	S78°44'19"E	322.40'
L33	N26°57'16"E	93.25'
L34	N63°02'44"W	69.42'
L35	N00°23'38"E	143.33'
L36	N00°23'17"E	26.69'
L37	S63°02'44"E	68.37'
L38	N69°32'44"W	625.69'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L39	S42°14'16"W	39.72'
L40	S82°07'45"W	127.35'
L41	S82°09'06"W	164.00'
L42	N76°26'03"W	32.81'
L43	N89°36'43"W	40.00'
L44	N88°04'01"E	75.27'
L45	N12°47'02"E	45.00'
L46	N58°22'48"W	115.94'
L47	N42°42'47"W	108.10'
L48	N19°04'09"E	66.46'
L49	N07°13'19"W	226.44'
L50	N39°01'14"W	217.22'
L51	N21°00'27"W	67.17'
L52	N89°36'43"W	40.00'
L53	N00°22'43"E	531.67'
L54	N00°01'44"E	335.86'
L55	S66°39'41"E	56.62'
L56	S75°00'13"E	28.27'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

Wellness Ridge

Community Development District

Estimated Buildout Budget with Proposed Expansion Area

DRAFT

Table of Contents

1-3 General Fund

DRAFT

Wellness Ridge

Community Development District

Estimated Buildout Budget with Expansion

General Fund

Description	Amended Budget FY2026	Buildout Budget w/ Expansion
Revenues		
Assessments	$ 1,328,389	$ 1,961,562
Intergovernmental Revenue - MSTU	$ 169,600	$ 248,400
Total Revenues	**$ 1,497,989**	**$ 2,209,962**
Expenditures		
Administrative		
Supervisor Fees	$ 12,000	$ 12,000
FICA Expenditures	$ 918	$ 918
Engineering	$ 15,000	$ 15,000
Attorney	$ 25,000	$ 25,000
Annual Audit	$ 6,500	$ 14,000
Assessment Administration	$ 5,408	$ 5,570
Arbitrage	$ 1,350	$ 2,250
Dissemination	$ 9,724	$ 17,890
Disclosure Software	$ 5,000	$ 5,000
Trustee Fees	$ 13,500	$ 22,500
Management Fees	$ 43,775	$ 45,088
Information Technology	$ 1,947	$ 2,005
Website Maintenance	$ 1,298	$ 1,337
Telephone	$ 300	$ 300
Postage	$ 1,000	$ 1,000
Insurance	$ 5,898	$ 6,311
Printing & Binding	$ 1,000	$ 1,000
Legal Advertising	$ 10,000	$ 7,500
Other Current Charges	$ 4,250	$ 4,250
Office Supplies	$ 625	$ 625
Travel Per Diem	$ 660	$ 660
Dues, Licenses & Subscriptions	$ 175	$ 175
Total Administrative:	**$ 165,327**	**$ 190,379**

DRAFT

Wellness Ridge
Community Development District
Estimated Buildout Budget with Expansion
General Fund

Description	Amended Budget FY2026	Buildout Budget w/ Expansion
Operations & Maintenance		
Contract Services		
Property Insurance	$ 15,000	$ 20,000
Field Management	$ 16,223	$ 16,709
Fountain Maintenance	$ -	$ 1,500
Landscape Maintenance	$ 537,840	$ 924,240
Landscape Maintenance - MSTU	$ 169,600	$ 248,400
Lake Maintenance	$ 2,460	$ 5,486
Contract Services Subtotal:	**$ 741,123**	**$ 1,216,336**
Repairs & Maintenance		
Landscape Replacement	$ 4,050	$ 30,000
Irrigation Repairs	$ 5,000	$ 25,000
General Repairs & Maintenance	$ 4,050	$ 15,000
Alleyway & Sidewalk Maintenance	$ 5,000	$ 20,000
Signage	$ 1,500	$ 7,500
Walls - Repair/Cleaning	$ 1,500	$ 7,000
Fencing	$ 1,500	$ 7,500
Dog Station/Trash Removal	$ 2,500	$ 5,000
Repairs & Maintenance Subtotal:	**$ 25,100**	**$ 117,000**
Utilities		
Electric	$ 25,000	$ 25,000
Water & Sewer	$ 40,000	$ 55,000
Streetlights	$ 441,684	$ 526,248
Utilities Subtotal:	**$ 506,684**	**$ 606,248**
Other		
Contingency	$ 59,756	$ 25,000
Capital Reserve Transfer	$ -	$ 55,000
Other Subtotal:	**$ 59,756**	**$ 80,000**
Total Operations & Maintenance:	**$ 1,332,663**	**$ 2,019,584**
Total Expenditures	**$ 1,497,989**	**$ 2,209,962**
Excess Revenues/(Expenditures)	$ -	$ -

DRAFT

Wellness Ridge

Community Development District

General Fund - O&M Assessments Comparison

FY26 Amended Budget - Assessment Rates

Product	Assessable Units	ERU/ Unit	ERU's	Net Assessment	Gross Assessment	Net Per Unit	Gross Per Unit
Townhome 22'	343	0.44	150.92	$ 163,444	$ 173,877	$476.51	$506.93
Townhome 25'	98	0.5	49.00	$ 53,067	$ 56,454	$541.50	$576.06
Townhome 27'	0	0.54	0.00	$ -	$ -	$0.00	$0.00
Single-Family 32'	221	0.64	141.44	$ 153,177	$ 162,954	$693.11	$737.35
Single-Family 40'	241	0.8	192.80	$ 208,800	$ 222,127	$866.39	$921.69
Single-Family 41'	112	0.82	91.84	$ 99,461	$ 105,810	$888.05	$944.73
Single-Family 50'	495	1	495.00	$ 536,077	$ 570,294	$1,082.98	$1,152.11
Single-Family 60'	88	1.2	105.60	$ 114,364	$ 121,664	$1,299.59	$1,382.54
	1598		**1226.60**	**$ 1,328,389**			

Estimated Buildout Budget with Expansion - Assessment Rates

Product	Assessable Units	ERU/ Unit	ERU's	Net Assessment	Gross Assessment	Net Per Unit	Gross Per Unit
Townhome 22'	343	0.44	150.92	$ 147,614	$ 157,036	$430.36	$457.83
Townhome 25'	98	0.5	49.00	$ 47,926	$ 50,986	$489.05	$520.26
Townhome 27'	403	0.54	217.62	$ 212,852	$ 226,439	$528.17	$561.88
Single-Family 32'	221	0.64	141.44	$ 138,341	$ 147,172	$625.98	$665.93
Single-Family 40'	241	0.8	192.80	$ 188,576	$ 200,613	$782.47	$832.42
Single-Family 41'	156	0.82	127.92	$ 125,117	$ 133,104	$802.03	$853.23
Single-Family 50'	911	1	911.00	$ 891,041	$ 947,916	$978.09	$1,040.52
Single-Family 60'	179	1.2	214.80	$ 210,094	$ 223,504	$1,173.71	$1,248.63
	2552		**2005.50**	**$ 1,961,562**			

Assessment Rate Comparison

Product	Gross Per Unit FY26	Gross Per Unit - Buildout	Variance	% Change
Townhome 22'	$506.93	$457.83	-$49.10	-10%
Townhome 25'	$576.06	$520.26	-$55.80	-10%
Townhome 27'	$0.00	$561.88	$561.88	** New product type under Buildout
Single-Family 32'	$737.35	$665.93	-$71.42	-10%
Single-Family 40'	$921.69	$832.42	-$89.27	-10%
Single-Family 41'	$944.73	$853.23	-$91.50	-10%
Single-Family 50'	$1,152.11	$1,040.52	-$111.59	-10%
Single-Family 60'	$1,382.54	$1,248.63	-$133.91	-10%

DRAFT

ORIGIN ID:ORLA (407) 481-5800
SARA MYERS
LATHAM,LUNA,EDEN & BEAUDINE LLP
201 S ORANGE AVE
SUITE 1400
ORLANDO, FL 32801
UNITED STATES US

SHIP DATE: 08DEC25
ACTWGT: 2.00 LB
CAD: 113474341/INET4535

BILL SENDER

TO **CITY OF CLERMONT**
C/O CITY CLERK, TRACY ACKROYD HOWE
685 WEST MONTROSE STREET

CLERMONT FL 34711
(407) 481-5800
INV:
PO: WELLNESS RIDGE EXPANSION

REF: 10080-006
DEPT:

58HJ4/2C22/59F2

FedEx Express

J254025092401uv

TUE - 09 DEC 1:30P
PRIORITY OVERNIGHT

TRK# 0201 **8868 5579 9191**

33 TIXA

34711
FL-US MCO

After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
CATHERINE R. CHOE
DANIEL H. COULTOFF
SARAH M. DINON
JENNIFER S. EDEN
LENA R. FUCILE
DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801
WWW.LATHAMLUNA.COM

JAY E. LAZAROVICH
JUSTIN M. LUNA
LORI T. MILVAIN
ROBERT J. PETILLO
L. WILLIAM PORTER, III
BRANDON E. POWNALL
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5800
EMAIL: KTRUCCO@LATHAMLUNA.COM

December 8, 2025

Via FedEx Delivery

City of Clermont
c/o City Clerk, Tracy Ackroyd Howe
685 West Montrose Street
Clermont, Florida 34711

RE: Submission of Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "District")

Dear Sir/Madam,

Enclosed are the following items for review and consideration by the City of Clermont:

1. Check for $1,500 made payable to the City of Clermont; and
2. Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District.

Please contact the undersigned with any questions or requests for additional information at ktrucco@lathamluna.com, jlazarovich@lathamluna.com and jcarpenter@lathamluna.com, or by calling the telephone number listed above. Thank you for your assistance.

Regards,

/s/ Kristen Trucco

Kristen E. Trucco, Esq.
Jay E. Lazarovich, Esq.
Jan A. Carpenter, Esq.
Counsel for Wellness Ridge Community Development District

cc: City Manager, Rick Van Wagner
City Counsel, Christian W. Waugh, Esq.

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

4835

LATHAM, LUNA, EDEN & BEAUDINE, LLP
OPERATING ACCOUNT
201 S. ORANGE AVENUE, STE.1400
ORLANDO, FLORIDA 32801
(407) 481-5800

FLCBank
Florida Capital Bank, N.A.
800.318.3159
63-1214/631

11/20/2025

PAY TO THE ORDER OF City of Clermont

$ **1,500.00

One thousand five hundred and 00/100 ********** DOLLARS

City of Clermont

TWO SIGNATURES REQUIRED OVER $1500.00
VOID AFTER 90 DAYS

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈004835⑈ ⑆063112142⑆ 00000784921⑈

LATHAM, LUNA, EDEN & BEAUDINE, LLP - OPERATING ACCOUNT
11/20/2025 City of Clermont **Check # 4835**

Date	Type	Reference	Description	Original Amount	Balance Due	Payment
11/20/2025	Bill	Wellness Ridge Establishment Petition	Payment disbursement to City of Clermont for Wellness Ridge Establishment Petition.	1500.00	1500.00	1,500.00

FLCBank Checking 1,500.00

11/20/2025 City of Clermont Check # 4835
LATHAM, LUNA, EDEN & BEAUDINE, LLP - OPERATING ACCOUNT
4835

Date	Type	Reference	Description	Original Amount	Balance Due	Payment
11/20/2025	Bill	Wellness Ridge Establishment Petition	Payment disbursement to City of Clermont for Wellness Ridge Establishment Petition.	1500.00	1500.00	1,500.00

FLCBank Checking 1,500.00

BEFORE THE COUNCIL FOR THE CITY OF CLERMONT, FLORIDA

IN RE:	**AN ORDINANCE PURSUANT TO SECTION 190.046, FLORIDA STATUTES, TO EXPAND AND CONTRACT THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**	**)))))**

PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

Petitioner, the Wellness Ridge Community Development District, a local unit of special-purpose government (the "Petitioner" or the "District"), established by Ordinance 2022-018 of the City Council of the City of Clermont, Florida (the "City"), by and through its attorneys, hereby petitions the City, pursuant to the "Uniform Community Development District Act of 1980," Section 190.046(1), *Florida Statutes*, to adopt an Ordinance amendment to expand and contract the boundary of the District to add and remove the property described herein to and from the District.

In support of this Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "Petition"), the Petitioner submits:

1. Petitioner. Petitioner has its principal place of business at c/o Governmental Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801. Copies of all correspondence should be sent to: Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, Attention: District Manager, and Latham, Luna, Eden & Beaudine, LLP, 201 S. Orange Ave., Suite 1400, Orlando, Florida 32801, Attention: District Counsel.

2. Location and Description of Current District Boundary and Proposed District Boundary. The land currently constituting the District is located entirely within the boundaries of the City; **Exhibit "A"** attached hereto depicts the existing general location and external boundaries of the District. The District's boundary currently includes approximately 574.01 acres of land. The overall metes and bounds legal description of the existing boundary of the District is set forth in **Exhibit "B"** attached hereto. The proposed District's boundary, after the requested contraction and expansion, includes approximately 742.20 acres of land, as depicted in the general location maps collectively attached as **Exhibit "C"**. An overall metes and bounds legal description of the proposed external boundaries of the District is set forth in **Exhibit "D"** attached hereto.

3. Description of Lands to be Contracted from and Added to the District. A metes and bounds legal description of the real property to be contracted from the District's boundary is set forth in **Exhibit "E"** attached hereto and consists of approximately .08 acres (the "Contraction Parcel"). A metes and bounds legal description of the real property to be added to the District's

boundary is set forth in **Exhibit "F"** attached hereto and consists of approximately 168.27 acres (the "Expansion Parcel").

4. Landowner Consent. The names and last known addresses of the owners of the real property to be contracted from and added to the District's boundary are set forth in **Exhibit "G"** attached hereto. Landowner consent statements from SSP-HS LOT OPTION A POOL 01, L.P., a Delaware limited partnership, located at 23975 Park Sorrento, Suite 220, Calabasas, California 91302, and SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company, located at Post Office Box 135, Windermere, Florida 34786, are attached hereto as **Composite Exhibit "H."**

5. Land Uses. The proposed future general distribution, location and extent of public and private uses within the Contraction Parcel and the Expansion Parcel, which are subject to change but shall at all times remain in compliance with all applicable statutes, Ordinances, approvals, agreements, orders, regulations and the adopted local government comprehensive plan, are described in **Exhibit "I**" attached hereto. There are no District services or facilities currently provided by the District to the Contraction Parcel.

6. Statement of Estimated Regulatory Costs. A Statement of Estimated Regulatory Costs ("SERC") was prepared, in accordance with the requirements of Section 120.541, *Florida Statutes,* and submitted to the City in conjunction with the establishment of the District. A revised SERC, accounting for the proposed removal of the Contraction Parcel from the District and the proposed addition of the Expansion Parcel to the District, is attached hereto as **Exhibit "J**."

7. Timetable and Estimated Costs. Based upon currently available data, the proposed timetable for the construction of the expansion of the District services and the estimated cost of constructing the proposed services is shown on **Exhibit "K"** attached hereto. This is a good faith estimate but is not binding on the Petitioner and is subject to change.

8. Justification Statement. The property within the District, contracted by the Contraction Parcel and expanded by the Expansion Parcel, is amenable to continuing to operate as an independent special district for the following reasons:

a. All statements contained in this Petition are true and correct.

b. The contraction of the District and the expansion of the District is not inconsistent with any applicable element or portions of the effective City Comprehensive Land Use Plan, as amended, or any applicable elements of the state comprehensive plan.

c. The area of land within the District, without the Contraction Parcel and with the Expansion Parcel, is part of a unified plan of development for which a development plan has been previously approved by the City. The land encompassing the District, without the Contraction Parcel and with the Expansion Parcel, is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

d. The community development services and facilities of the District, after contraction and expansion, remain compatible with the capacity and use of existing local and regional community development services and facilities.

WHEREFORE, Petitioner respectfully requests that the City Council of the City of Clermont, Florida:

1. Direct that a local public hearing be held, as required by Section 190.005(2)(b), *Florida Statutes*, to consider the expansion and contraction of the boundary of the Wellness Ridge Community Development District.

2. Adopt an amendment Ordinance pursuant to Chapter 190, *Florida Statutes*, granting this Petition and expanding and contracting the boundary of the Wellness Ridge Community Development District.

[Remainder of Page Intentionally Left Blank.]

SIGNATURE PAGE TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

Respectfully submitted this 8 day of December, 2025.

PETITIONER:

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Print: Adam Morgan

Title: Chairman

COUNSEL FOR PETITIONER:

LATHAM, LUNA, EDEN & BEAUDINE, LLP

By: _____

Jan Albanese Carpenter, Esq.
Florida Bar No. 767158
jcarpenter@lathamluna.com
Jay E. Lazarovich, Esq.
Florida Bar No. 1035455
Orlando, Florida 32801
jcarpenter@lathamluna.com
Kristen Trucco, Esq.
Florida Bar No. 124545
ktrucco@lathamluna.com
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801

EXHIBIT "A"

EXISTING GENERAL LOCATION MAP OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

[See attached.]

Location Map
Wellness Ridge CDD
City of Clermont, Florida

Exhibit A

0 3000 6000

EXHIBIT "B"

OVERALL METES AND BOUNDS LEGAL DESCRIPTION OF THE EXISTING BOUNDARY OF THE DISTRICT

[See attached.]

LEGAL DESCRIPTION: OVERALL PROPERTY

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter of said Section 22 for a distance of 60.02 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 3909.85 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 00°20'55" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1314.56 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 89°00'54" East along the South line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1290.91 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the North line of the Southeast Quarter of aforesaid Section 22; thence run South 00°27'16" West countinuing along the aforesaid West right of way line of Five Mile Road for a distance of 2681.30 feet to a point on the South line of the Southeast Quarter aforesaid Section 22; thence departing said West right of way line run North 89°12'03" West along said South line for a distance of 2612.50 feet to the Southwest corner of the Southeast Quarter of said Section 22; thence run North 89°32'30" West along the South line of the Southwest Quarter of said Section 22 for a distance of 2587.54 feet to a point 60.00 feet East of the Southwest corner of the Southwest Quarter of said Section 22; thence run North 00°23'38" East along a line 60.00 feet East of and parallel to the West line of the Southwest Quarter of said Section 22 for a distance of 2175.74 feet; thence departing said parallel line run South 89°36'22" East for a distance of 250.11 feet; thence run South 84°10'21" East for a distance of 208.90 feet; thence run South 78°44'19" East for a distance of 322.40 feet to a point on a non tangent curve, concave Southeasterly having a radius of 830.00 feet, with a chord bearing of North 21°05'42" East, and a chord distance of 169.47 feet; thence run Northeasterly through a central angle of 11°43'08" along the arc of said curve for a distance of 169.76 feet to a point of tangency; thence run North 26°57'16" East for a distance of 93.25 feet to the point of curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 18°02'44" West, and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 63°02'44" West for a distance of 69.42 feet to the point of curvature of a curve, concave Southwesterly having a radius of 1671.84 feet, with a chord bearing of North 76°51'21" West, and a chord distance of 798.16 feet; thence run Northwesterly through a central angle of 27°37'14" along the arc of said curve for a distance of 805.94 feet to a point of compound curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°51'50" West, and a chord distance of 35.03 feet; thence run Southwesterly through a central angle of 88°56'24" along the arc of said curve for a distance of 38.81 feet to a cusp of a curve, being a point on the aforesaid parallel line; thence run North 00°23'38" East along said parallel line for a distance of 143.33 feet to a point on the South line of the Northwest Quarter of said Section 22; thence run North 00°23'17" East along a line 60.00 feet East of and parallel to the West line of the Northwest Quarter of said Section 22 for a distance of 26.69 feet to the cusp of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 45°05'22" East, and a chord distance of 35.65 feet; thence run Southeasterly through a central angle of 90°57'18" along the arc of said curve for a distance of 39.69 feet to a point of reverse curvature of a curve; concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 76°48'22" East, and a chord distance of 852.44 feet; thence run Southeasterly through a central angle of 27°31'17" along the arc of said curve for a distance of 860.69 feet to a point of tangency; thence run South 63°02'44" East for a distance of 68.37 feet to the point of curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 69°42'59" East, and a chord distance of 36.71 feet; thence run Northeasterly through a central angle of 94°28'35" along the arc of said curve for a distance of 41.22 feet to a point of compound curvature of a curve; concave Westerly having a radius of 370.00 feet, with a chord bearing of North 05°49'07" East, and a chord distance of 212.15 feet; thence run Northerly through a central angle of 33°19'08" along the arc of said curve for a distance of 215.16 feet to a point of reverse curvature of a

Exhibit B

curve; concave Easterly having a radius of 855.00 feet, with a chord bearing of North 00°45'58" East, and a chord distance of 344.05 feet; thence run Northerly through a central angle of 23°12'51" along the arc of said curve for a distance of 346.41 feet to a point on a nan tangent line; thence run North 69°32'44" West for a distance of 625.69 feet; thence run South 42°14'16" West for a distance of 39.72 feet; thence run South 82°07'45" West for a distance of 127.35 feet; thence run South 82°09'06" West for a distance of 164.00 feet; thence run North 76°26'03" West for a distance of 32.81 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 976.77 feet to a cusp of a curve, concave Northeasterly having a radius of 35.00 feet, with a chord bearing of South 45°46'21" East, and a chord distance of 50.49 feet; thence run Southeasterly through a central angle of 92°19'17" along the arc of said curve for a distance of 56.40 feet to a point of tangency; thence run North 88°04'01" East for a distance of 75.27 feet to the point of curvature of a curve, concave Southerly having a radius of 1030.00 feet, with a chord bearing of South 84°34'28" East, and a chord distance of 263.84 feet; thence run Easterly through a central angle of 14°43'01" along the arc of said curve for a distance of 264.57 feet to a point on a non tangent line; thence run North 12°47'02" East for a distance of 45.00 feet; thence run North 58°22'48" West for a distance of 115.94 feet; thence run North 42°42'47" West for a distance of 108.10 feet; thence run North 19°04'09" East for a distance of 66.46 feet; thence run North 07°13'19" West for a distance of 226.44 feet; thence run North 39°01'14" West for a distance of 217.22 feet; thence run North 21°00'27" West for a distance of 67.17 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 531.69 feet to the POINT OF BEGINNING.
Less and except therefrom:

Those parcels described in Official Records Book 849, Page 2162:

Parcel 122 (fee simple) :

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 2832.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 123 (fee simple):

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):

The Northerly 250.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 845, Page 567:

Parcel 129 (fee simple) :

The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 851, Page 1455:

Parcel 130 (fee simple):

The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated may 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, all in the Public Records of Lake County, Florida.

Containing 25,003,704 square feet or 574.01 acres, more or less.

Exhibit B

EXHIBIT "C"

GENERAL LOCATION MAPS OF THE PROPOSED EXTERNAL BOUNDARIES OF THE DISTRICT AFTER CONTRACTION AND EXPANSION

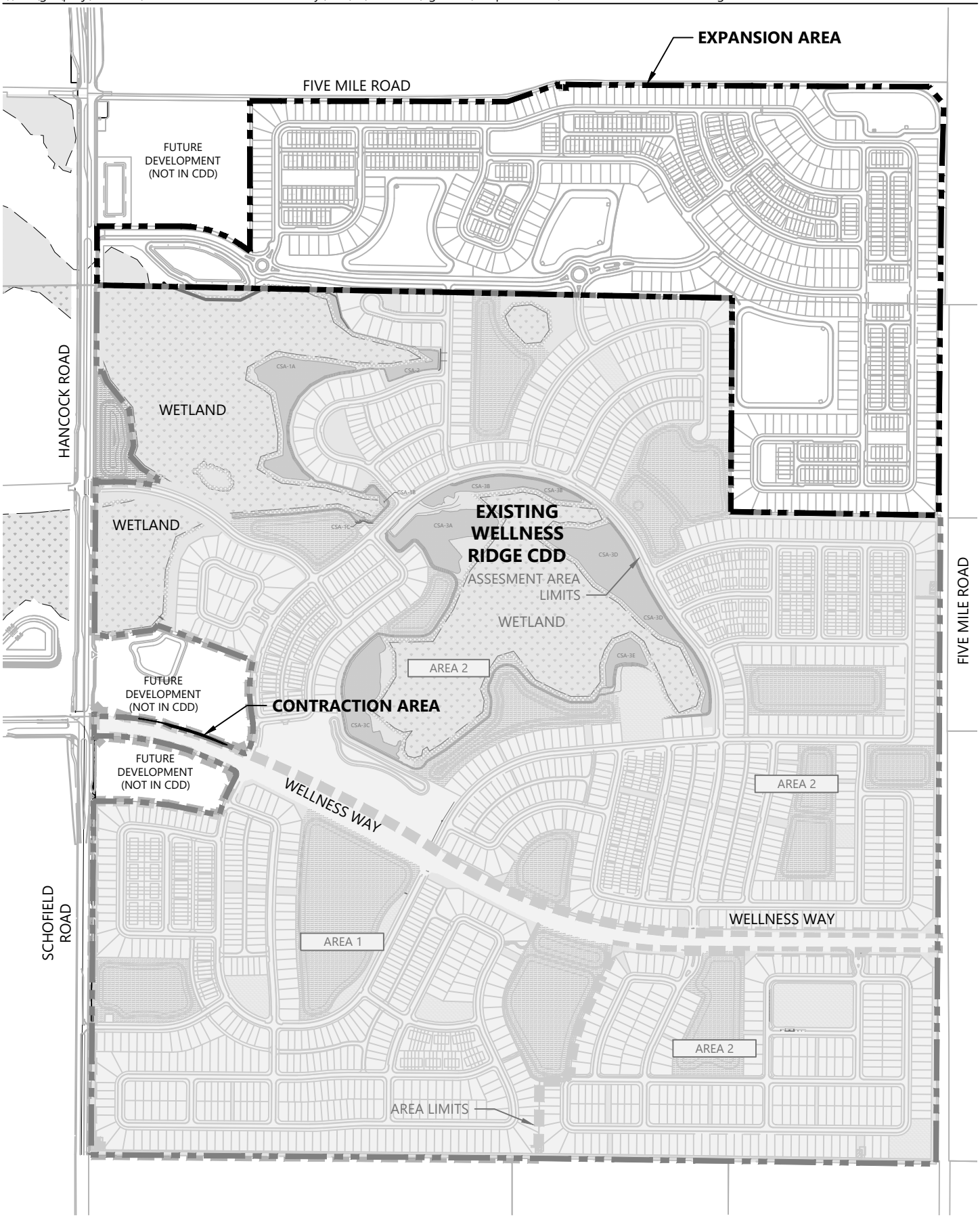
[See attached.]

vhb

Location Map
Wellness Ridge CDD
City of Clermont, Florida

October 2025

0 3000 6000



0 400 800

Site Plan
Wellness Ridge CDD
Swap Only
City of Clermont, Florida

October 2025

EXHIBIT "D"

PROPOSED OVERALL METES AND BOUNDS LEGAL DESCRIPTION AFTER CONTRACTION AND EXPANSION

[See attached.]

LEGAL DESCRIPTION:

SKETCH OF DESCRIPTION

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06'55"E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53'05"E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence S89°00'54"E, along said South line, a distance of 10.49 feet to the West Right of Way line of Five Mile Road; thence S00°19'09"W, along said West Right of Way line, a distance of 1,310.25 feet to a point on the North line of the Southeast ¼ of said Section 22; thence S00°27'16"W, a distance of 2,681.30 feet to a point on the South line of the Southeast ¼ of said Section 22; thence departing said West Right of Way line, run N89°12'03"W, along said South line, a distance of 2,612.50 feet to the Southwest corner of the Southeast ¼ of said Section 22; thence N89°32'30"W, along said South line, a distance of 2,587.56 feet to a point 60.00 feet East of the Southwest corner of the Southwest ¼ of said Section 22; thence N00°23'38"E, along a line 60.00 feet East of and parallel to the West line of the Southwest ¼ said Section 22, a distance of 2,175.74 feet; thence departing said parallel line, run S89°36'22"E, a distance of 250.13 feet; thence S84°10'21"E, a distance of 208.90 feet; thence S78°44'19"E, a distance of 322.40 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 830.00 feet and a Central Angle of 11°43'09"; thence run Northerly along the arc of said curve, a distance of 169.77 feet (Chord Bearing = N21°05'42"E, Chord = 169.47 feet) to a Point of Tangency; thence N26°57'16"E, a distance of 93.25 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 90°00'01"; thence run Northerly along the Arc of said curve, a distance of 39.27 feet (Chord Bearing = N18°02'44"W, Chord = 35.36 feet) to a Point of Non Tangency; thence N63°02'44"W, a distance of 69.42 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 1,671.84 feet and a Central Angle of 27°37'14"; thence run Westerly along the Arc of said curve, a distance of 805.94 feet (Chord Bearing = N76°51'21"W, Chord = 798.16 feet) to a Point of Compound Curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 88°56'45"; thence Southwesterly along the arc, a distance of 38.81 feet, (Chord Bearing= S44°51'40"W, Chord =35.03 feet) to a Point of Non Tangency, said point also being a point on the aforesaid parallel line; thence N00°23'38"E, along said parallel line, a distance of 143.33 feet to a point on the South line of the Northwest ¼ of aforesaid Section 22; thence N00°23'17"E, along a line 60.00 feet East of and parallel to the West line of the Northwest ¼ of said Section 22, a distance of 26.69 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 90°57'18"; thence run Southeasterly along the arc of said curve, a distance of 39.69 feet (Chord Bearing = S45°05'22"E, Chord = 35.65 feet) to a Point of Reverse Curve, Concave to the South, having a Radius of 1,791.84 feet and a Central Angle of

SEE SHEET 2 OF 14 FOR CONTINUATION

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). BASIS OF BEARING BEING THE WEST LINE OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING N00°06'55"E. THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: LENNAR

DATE OF SKETCH: 5/23/2025	REVISIONS:
SCALE: 1" = 1000'/300'	REV. LEGAL 9/8/2025
SEC. 15 & 22, TWP. 23 S, RNG. 26 E	REV. ACREAGE 11/3/2025
CAD FILE: AMENDED CDD	
JOB NO.: 23-259 DRAWN BY: BHJ	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

LEGAL DESCRIPTION (continued):

SKETCH OF DESCRIPTION

08°01'21"; thence Easterly along the arc, a distance of 250.89 feet, (Chord Bearing = S86°33'45"E, Chord = 250.69 feet) to a Point on a Non Tangent Curve, Concave to the South, having a Radius of 2200.00 feet and a Central Angle of 03°54'34"; thence run Southeasterly along the arc of said curve, a distance of 150.11 feet (Chord Bearing = S79°30'59"E, Chord = 150.08 feet) to a Point of Non Tangency; thence S66°39'41"E, a distance of 56.62 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2190.00 feet and a Central Angle of 08°41'58"; thence run Southeasterly along the arc of said curve, a distance of 332.52 feet (Chord Bearing = S71°45'24"E, Chord = 332.20 feet) to a Point of Non Tangency; thence S75°00'13"E, a distance of 28.27 feet to a Point on a Non Tangent Curve, Concave to the South, having a Radius of 1791.84 feet and a Central Angle of 01°19'54"; thence run Southeasterly along the arc of said curve, a distance of 41.64 feet (Chord Bearing = S63°42'48"E, Chord = 41.64 feet) to a Point of Non Tangency; thence S63°02'44"E, a distance of 68.37 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 25.00 feet and a Central Angle of 94°28'09"; thence run Easterly along the Arc of said curve, a distance of 41.22 feet (Chord Bearing = N69°43'11"E, Chord = 36.71 feet) to a Point of Compound Curve, Concave to the West, having a Radius of 370.00 feet and a Central Angle of 33°19'06"; thence Northerly along the arc, a distance of 215.16 feet, (Chord Bearing= N05°49'34"E, Chord =212.14 feet)to a point of reverse curve concave to the East having a Radius of 855.00 feet and a Central Angle of 23°12'50"; thence Northerly along the arc, a distance of 346.41 feet, (Chord Bearing = N00°46'26"E, Chord = 344.05 feet) to a Point of Non Tangency; thence N69°32'44"W, a distance of 625.69 feet; thence S42°14'16"W, a distance of 39.72 feet; thence S82°07'45"W, a distance of 127.35 feet; thence S82°09'06"W, a distance of 164.00 feet; thence N76°26'03"W, a distance of 32.81 feet; thence N89°36'43"W, a distance of 40.00 feet to a point on the aforesaid parallel line; thence N00°23'17"E, along said parallel line, a distance of 976.77 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 35.00 feet and a Central Angle of 92°19'17"; thence run Southeasterly along the arc of said curve, a distance of 56.40 feet (Chord Bearing = S45°46'21"E, Chord = 50.49 feet) to a Point of Tangency; thence N88°04'01"E, a distance of 75.27 feet to the Point of Curvature of a curve concave to the South, having a Radius of 1,030.00 feet and a Central Angle of 14°43'02"; thence run Easterly along the Arc of said curve, a distance of 264.57 feet (Chord Bearing = S84°34'28"E, Chord = 263.84 feet) to a Point of Non Tangency; thence N12°47'02"E, a distance of 45.00 feet; thence N58°22'48"W, a distance of 115.94 feet; thence N42°42'47"W, a distance of 108.10 feet; thence N19°04'09"E, a distance of 66.46 feet; thence N07°13'19"W, a distance of 226.44 feet; thence N39°01'14"W, a distance of 217.22 feet; thence N21°00'27"W, a distance of 67.17 feet; thence N89°36'43"W, a distance of 40.00 feet; thence N00°22'43"E, a distance of 531.67 feet to the North line of Section 22, Township 23 South, Range 26 East, Lake County, Florida, said point also being the Northwest corner of the a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Less and except therefrom:

Those parcels described in Official Records Book 849, Page 2162:

Parcel 122 (fee simple):
The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 2832.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 123 (fee simple):
The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):
The Northerly 25.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 845, Page 567:

Parcel 129 (fee simple):
The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast ¼ of the Southeast ¼ of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 851, Page 1455:

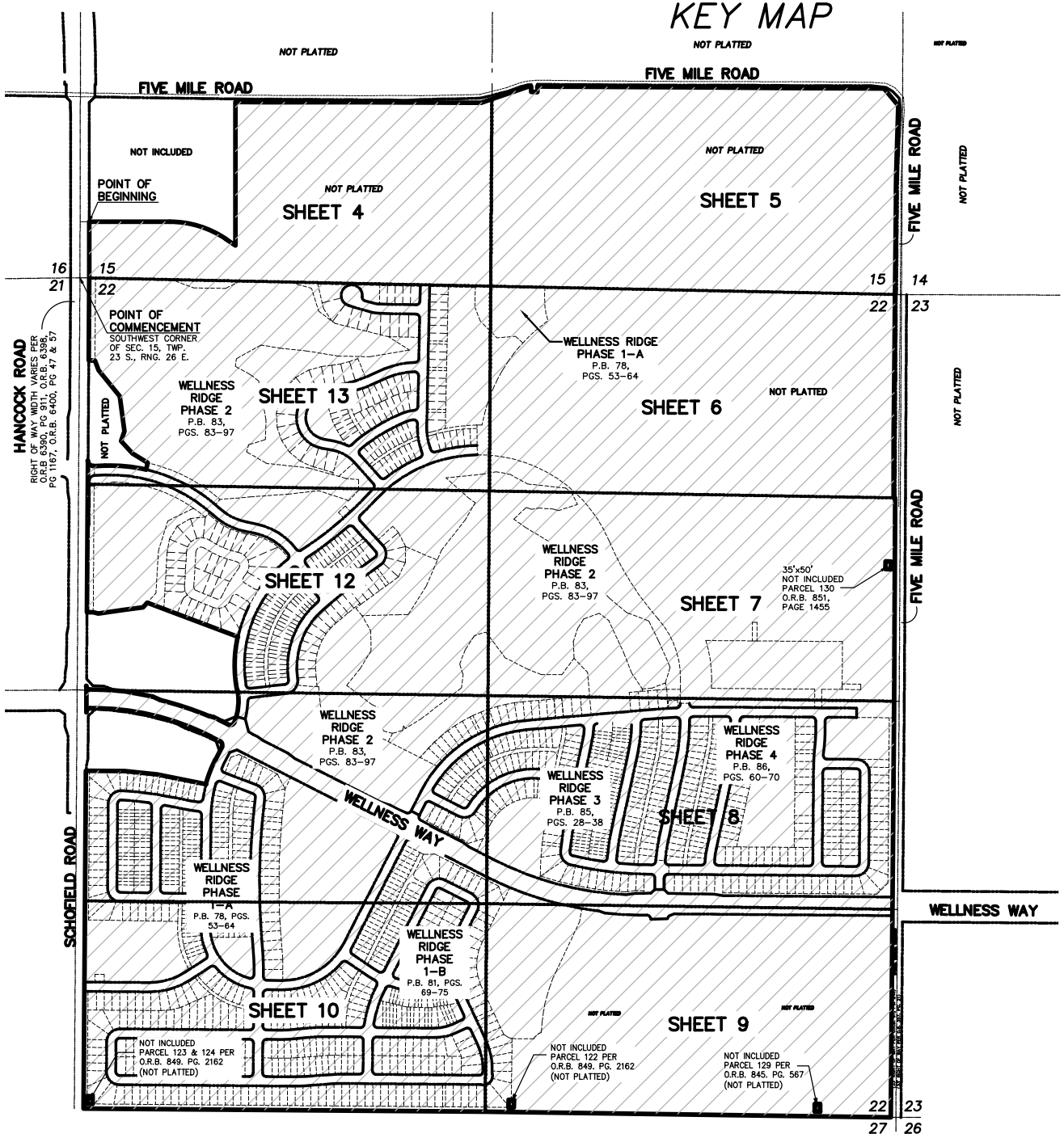
Parcel 130 (fee simple):
The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, all in the Public Records of Lake County, Florida.

Containing 742.20 acres, more or less.

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

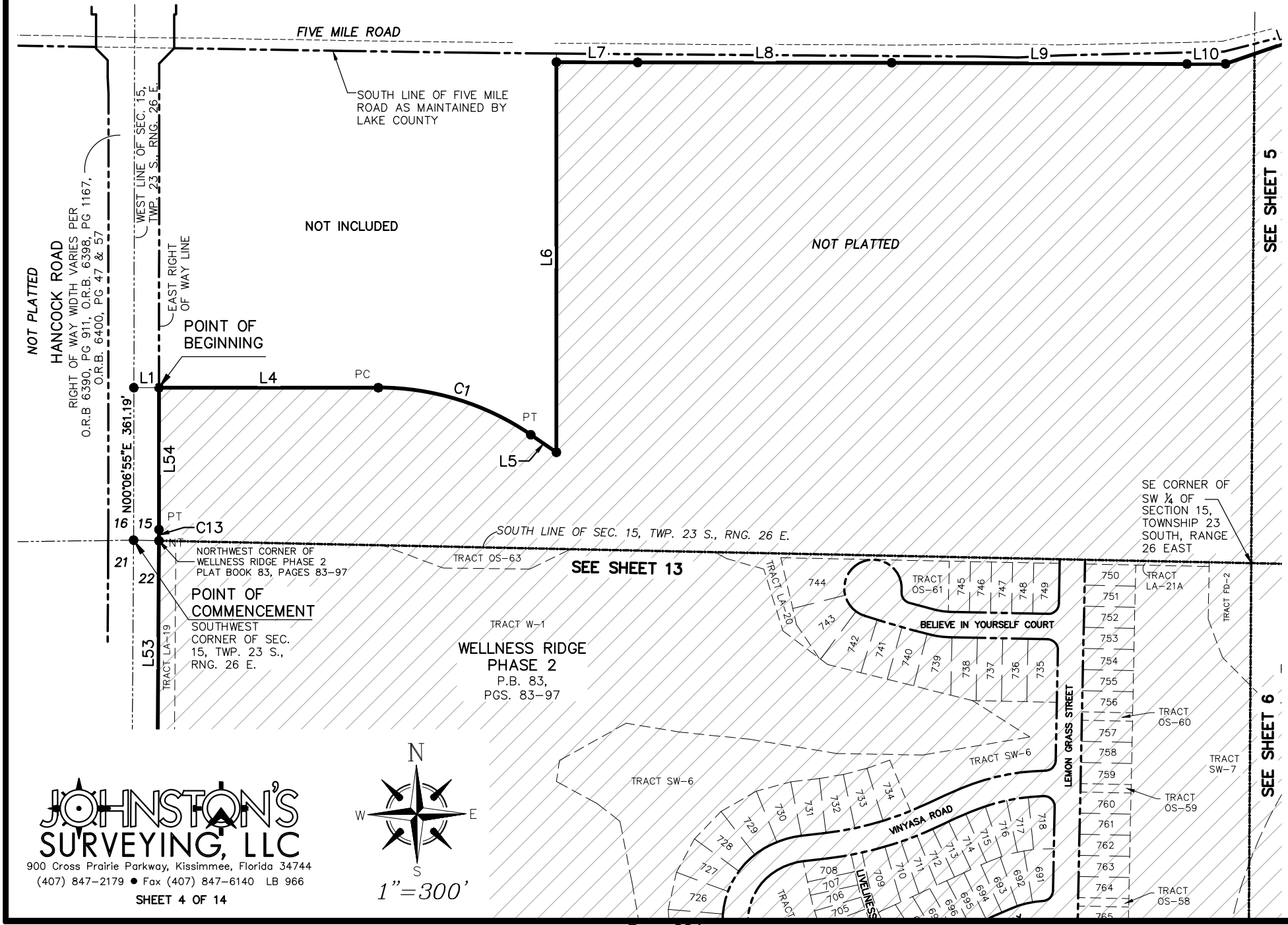
SKETCH OF DESCRIPTION
AMENDED CDD
KEY MAP



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 3 OF 14

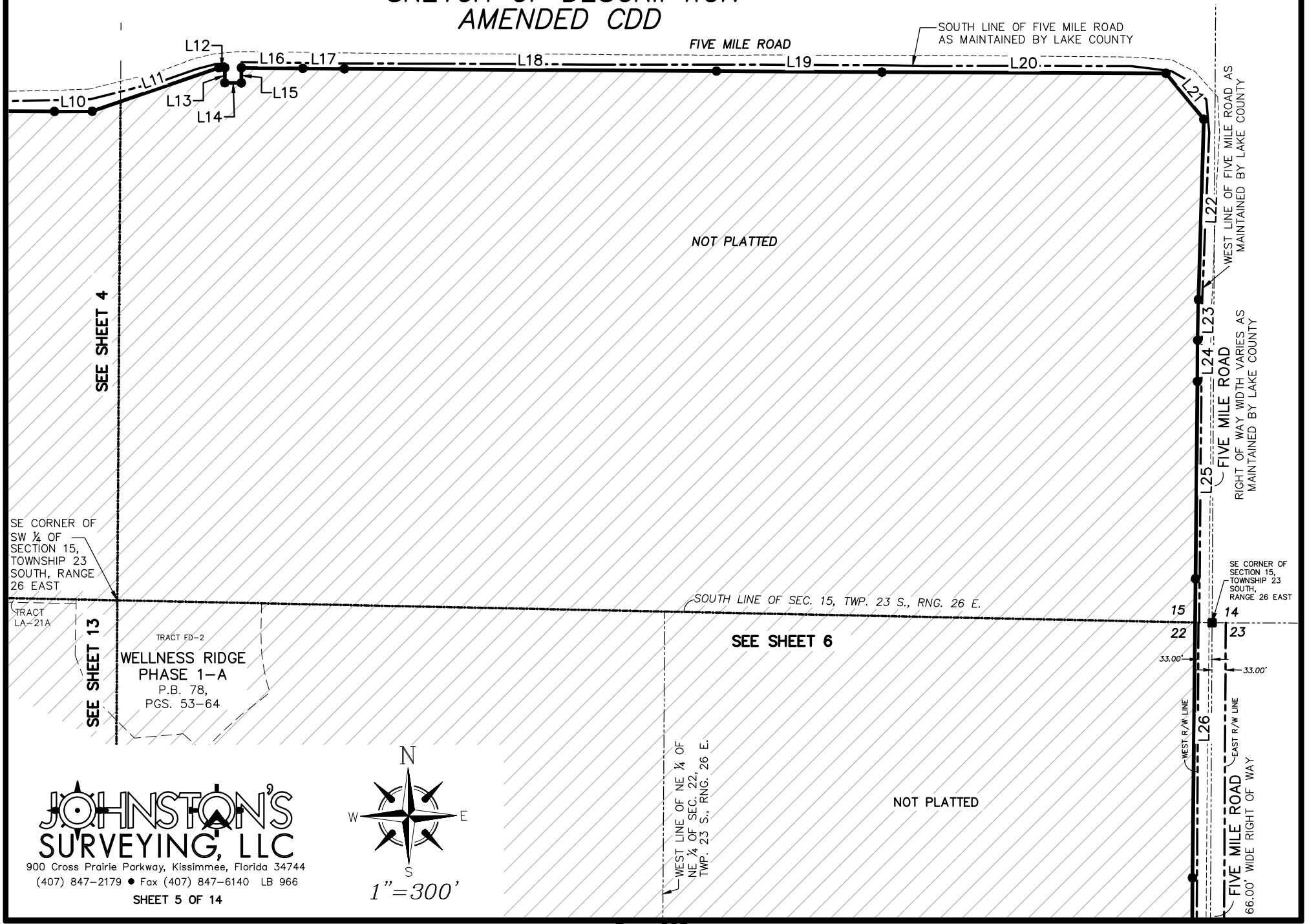
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 4 OF 14

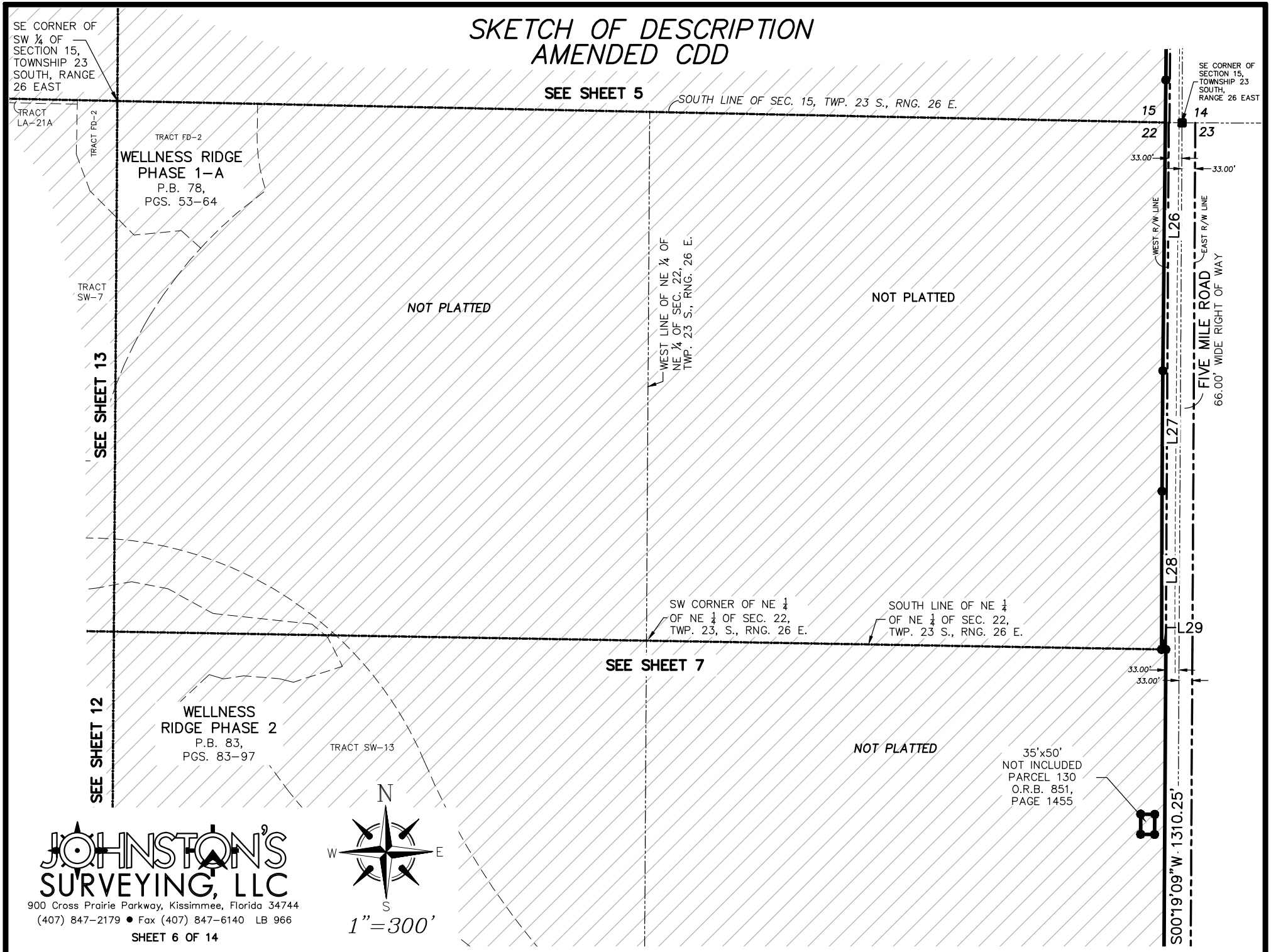
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 5 OF 14

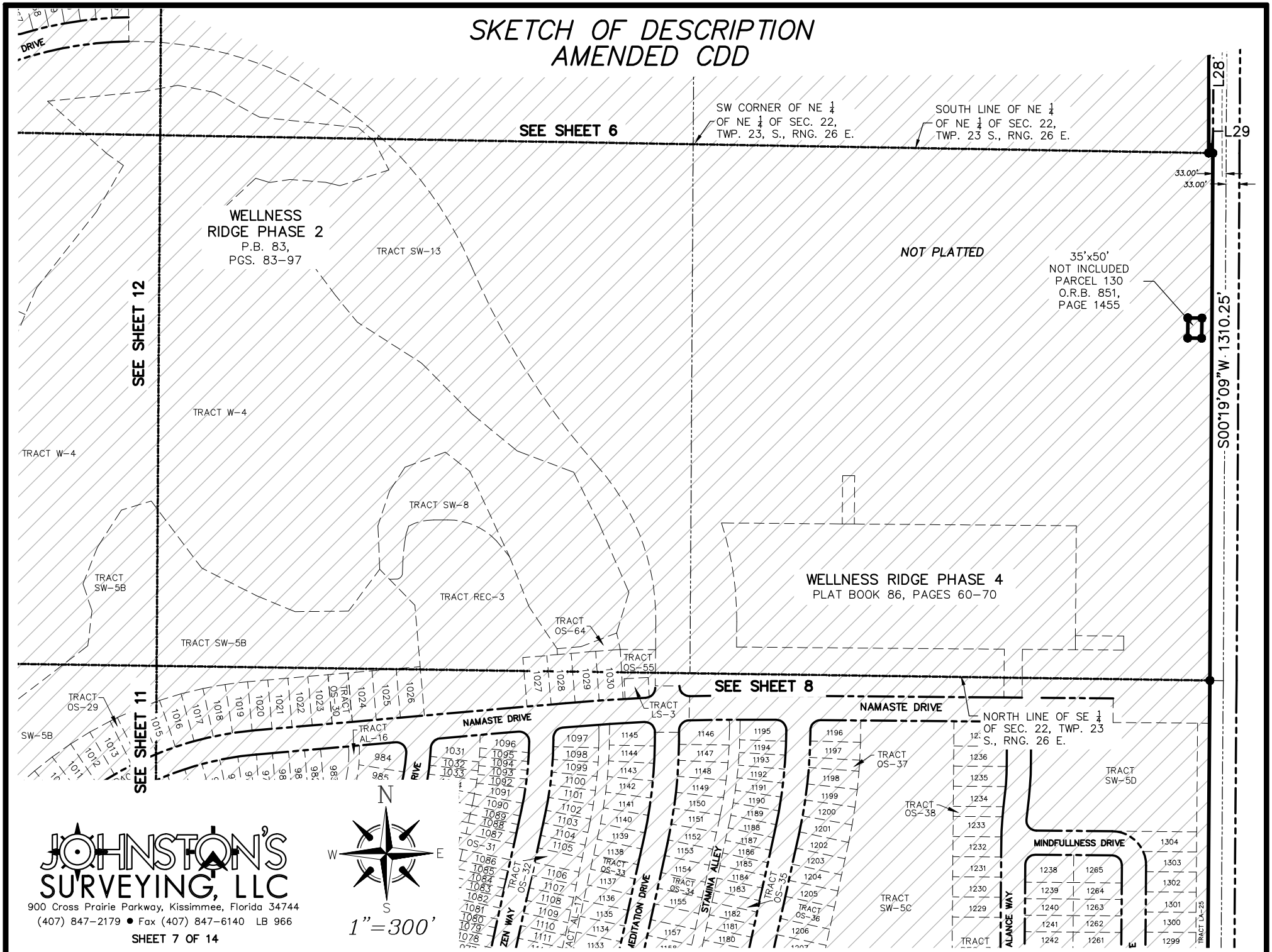
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 6 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD

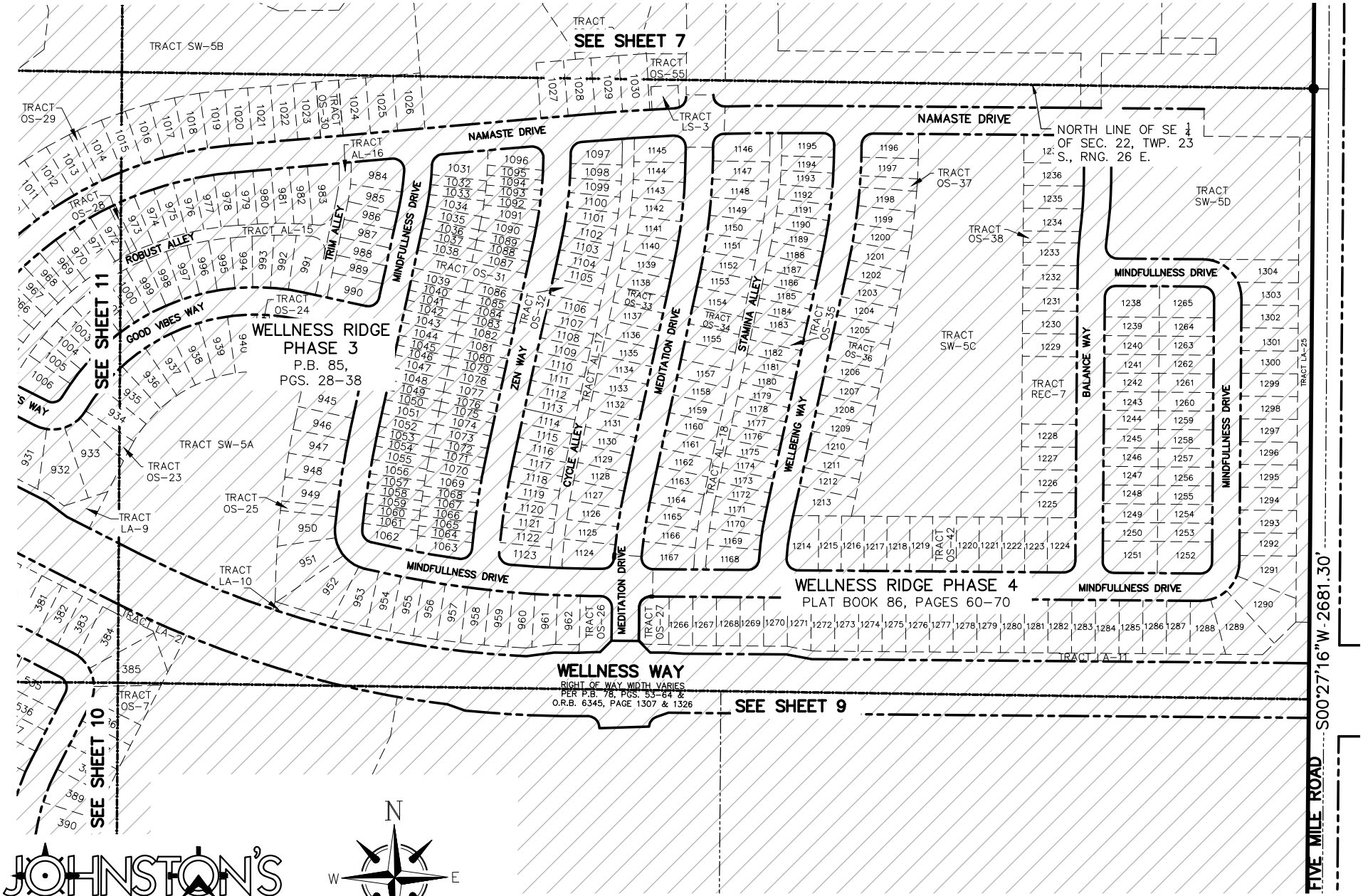


1"=300'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 7 OF 14

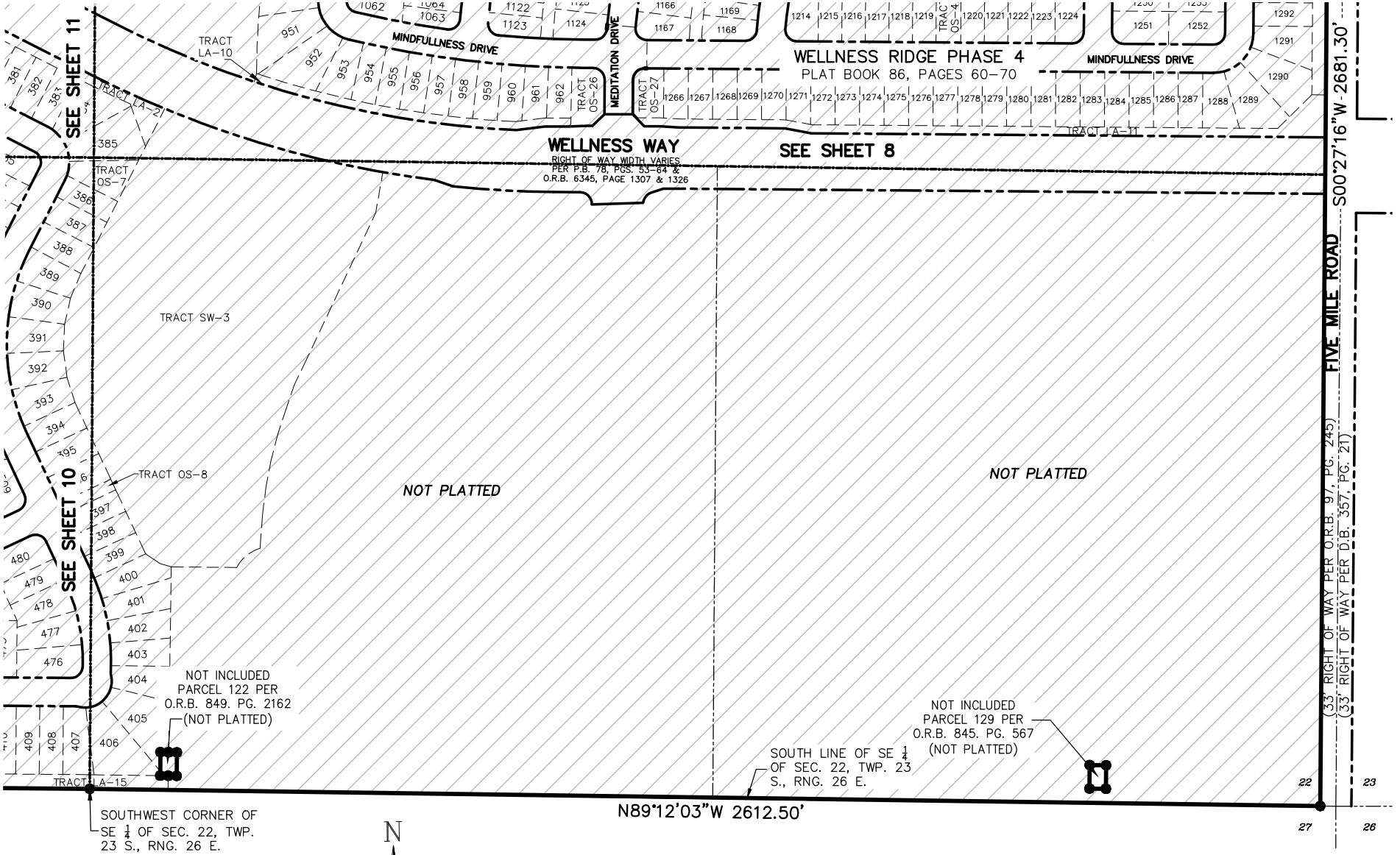
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 8 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



N

W E

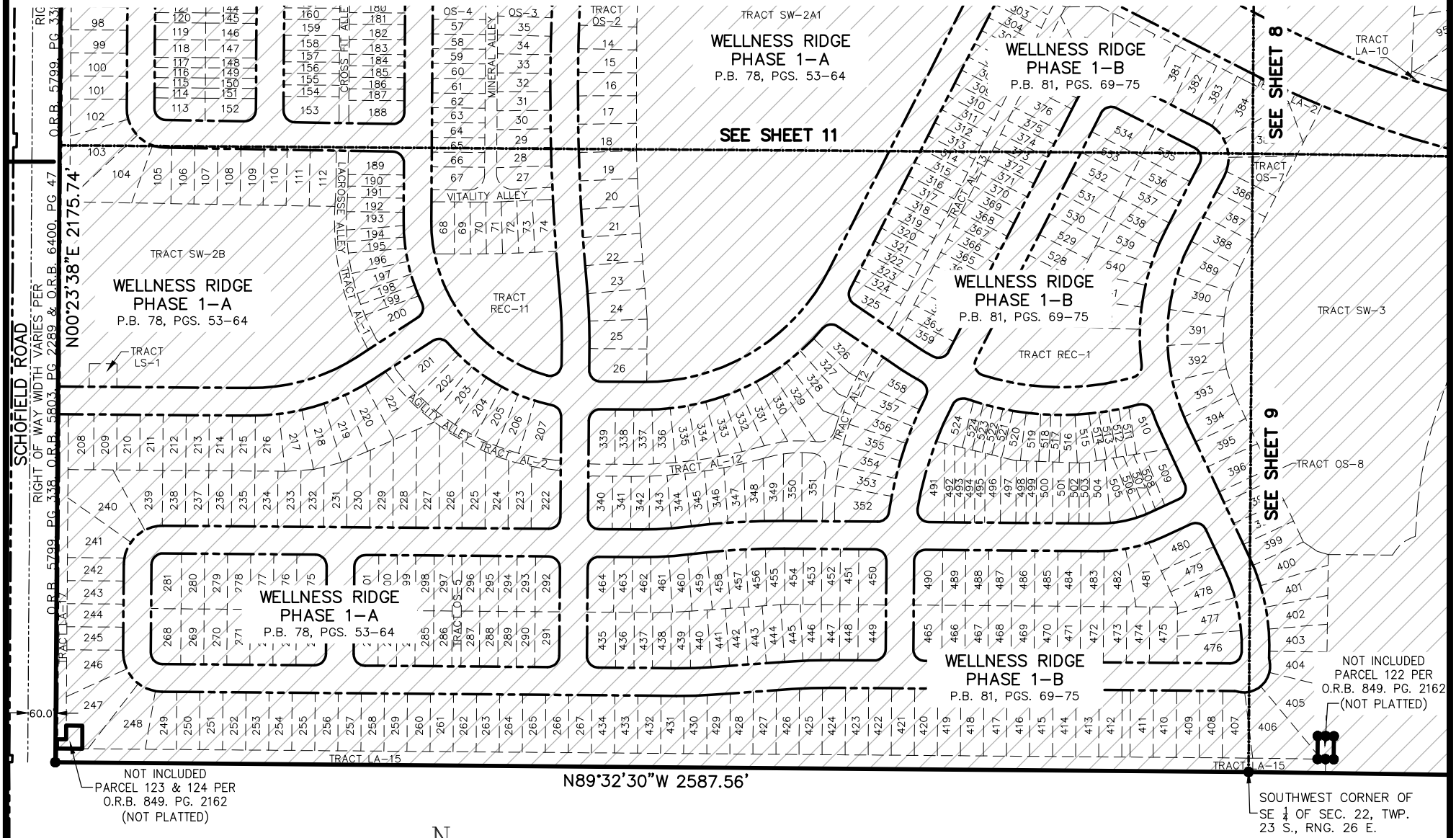
S

1"=300'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 9 OF 14

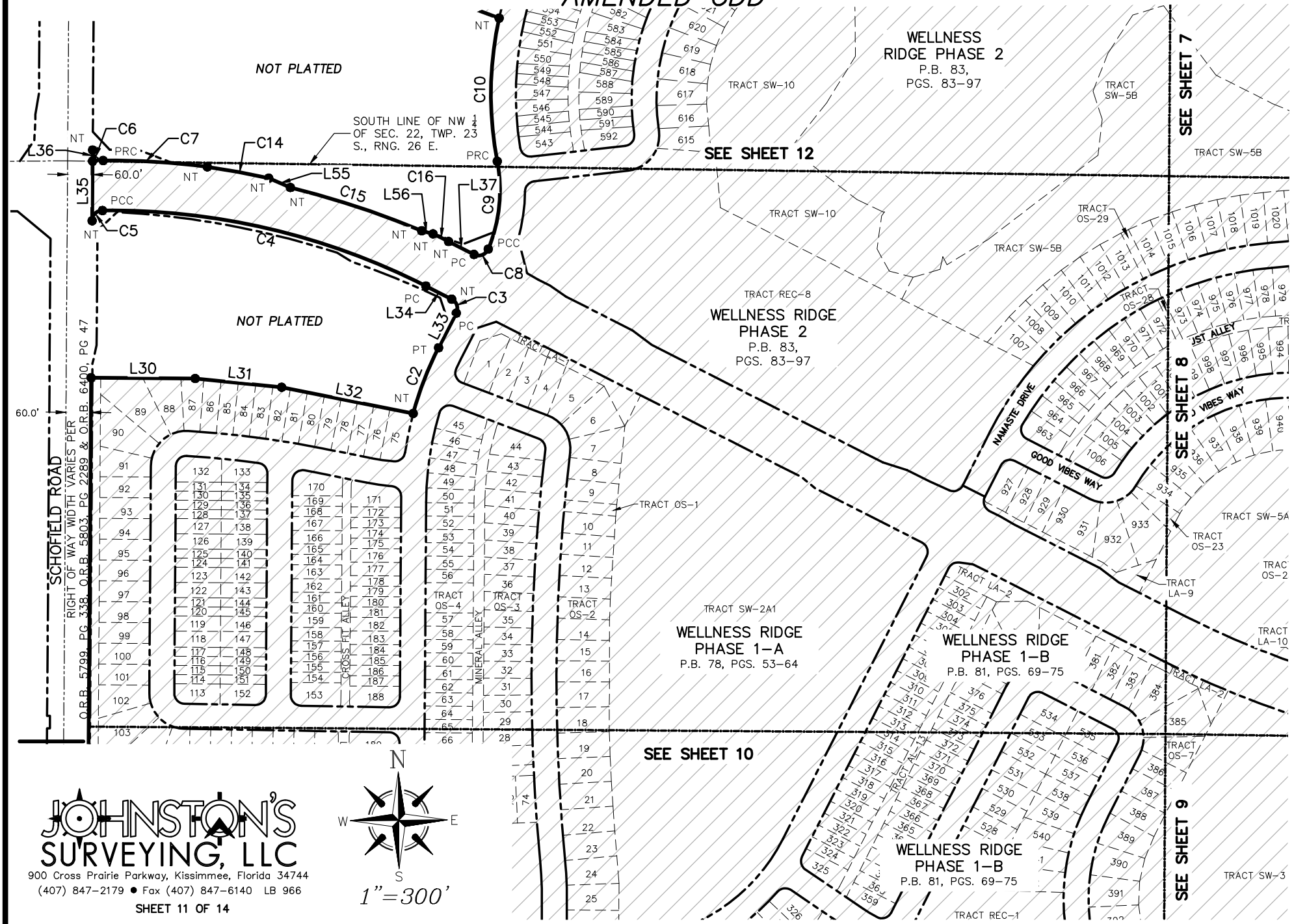
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 10 OF 14

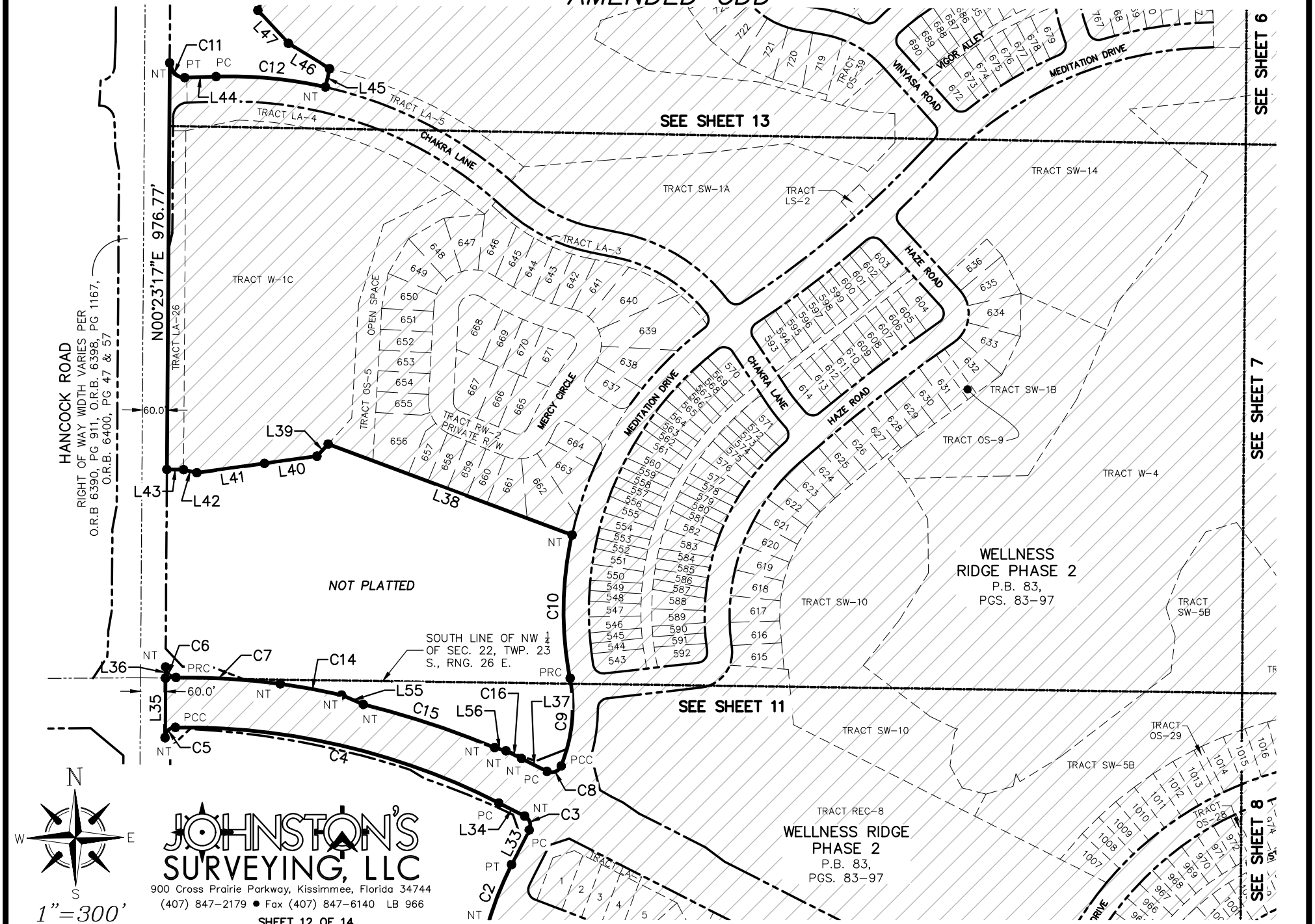
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 11 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



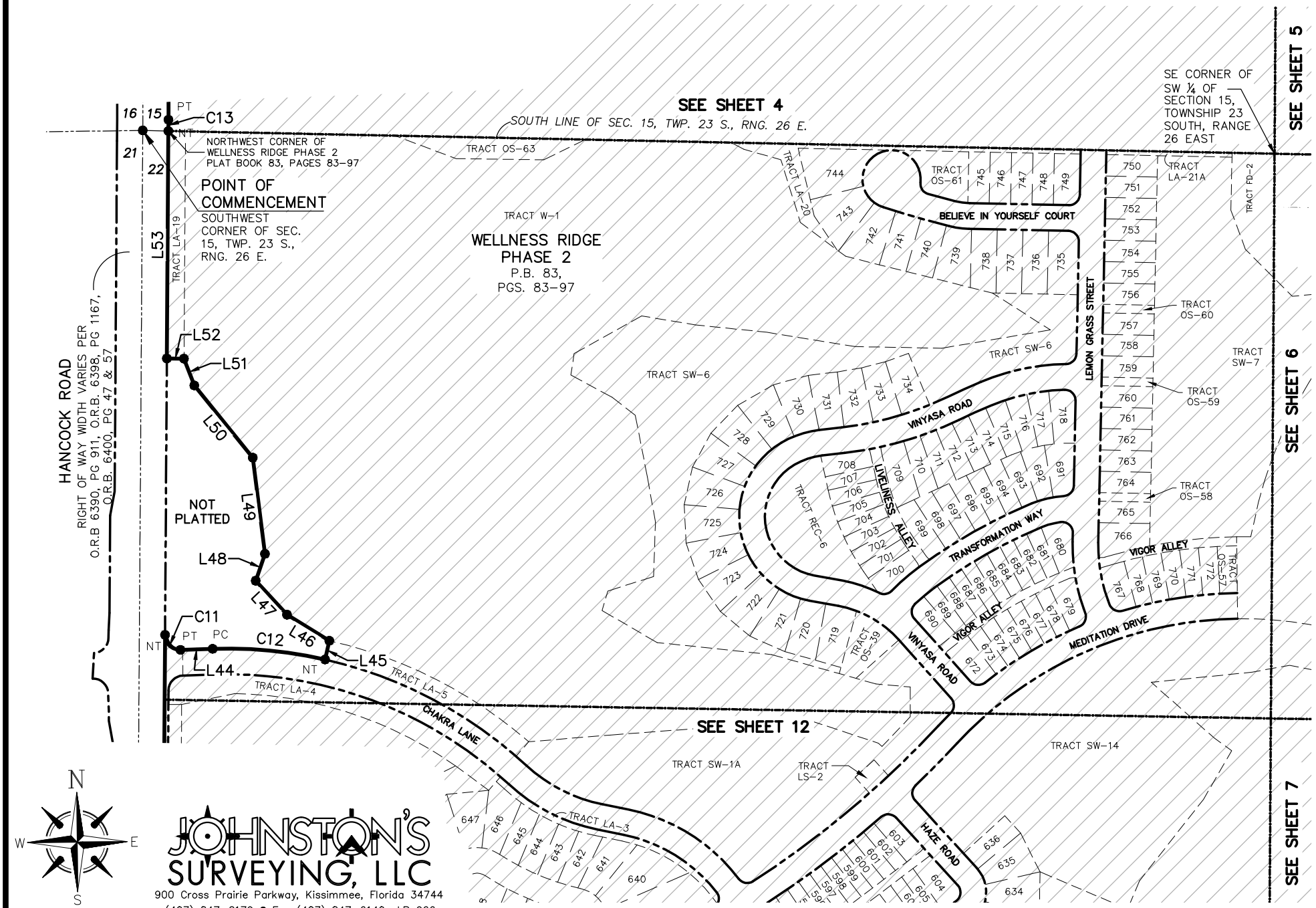
N
W E
S

1"=300'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 12 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



N
W E
S

1"=300'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 13 OF 14

LINE AND CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	640.00'	34°20'41"	383.63'	S72°49'39"E	377.92'
C2	830.00'	11°43'09"	169.77'	N21°05'42"E	169.47'
C3	25.00'	90°00'01"	39.27'	N18°02'44"W	35.36'
C4	1671.84'	27°37'14"	805.94'	N76°51'21"W	798.16'
C5	25.00'	88°56'45"	38.81'	S44°51'40"W	35.03'
C6	25.00'	90°57'18"	39.69'	S45°05'22"E	35.65'
C7	1791.84'	8°01'21"	250.89'	S86°33'45"E	250.69'
C8	25.00'	94°28'09"	41.22'	N69°43'11"E	36.71'
C9	370.00'	33°19'06"	215.16'	N05°49'34"E	212.14'
C10	855.00'	23°12'50"	346.41'	N00°46'26"E	344.05'
C11	35.00'	92°19'17"	56.40'	S45°46'21"E	50.49'
C12	1030.00'	14°43'02"	264.57'	S84°34'28"E	263.84'
C13	8060.00'	0°11'17"	26.44'	N00°07'22"E	26.44'
C14	2200.00'	3°54'34"	150.11'	S79°30'59"E	150.08'
C15	2190.00'	8°41'58"	332.52'	S71°45'24"E	332.20'
C16	1791.84'	1°19'54"	41.64'	S63°42'48"E	41.64'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°53'05"E	59.46'
L4	N90°00'00"E	519.14'
L5	S55°39'19"E	73.56'
L6	N00°00'00"E	923.96'
L7	S89°46'08"E	192.27'
L8	S89°54'57"E	601.49'
L9	S89°46'50"E	699.14'
L10	N89°50'41"E	91.15'
L11	N71°04'26"E	323.76'
L12	N89°51'13"E	14.63'
L13	S00°18'54"W	36.18'
L14	S89°41'06"E	40.00'
L15	N00°18'54"E	36.41'
L16	S89°24'40"E	148.53'
L17	S89°31'36"E	100.35'
L18	S89°38'36"E	899.24'
L19	S89°39'03"E	400.05'
L20	S89°45'36"E	686.39'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	S39°27'09"E	144.12'
L22	S01°43'38"W	436.09'
L23	S01°01'19"W	98.13'
L24	S00°30'58"W	99.49'
L25	S00°32'26"W	477.29'
L26	S00°34'39"W	722.77'
L27	S00°23'32"W	299.56'
L28	S00°11'21"W	393.41'
L29	S89°00'54"E	10.49'
L30	S89°36'22"E	250.13'
L31	S84°10'21"E	208.90'
L32	S78°44'19"E	322.40'
L33	N26°57'16"E	93.25'
L34	N63°02'44"W	69.42'
L35	N00°23'38"E	143.33'
L36	N00°23'17"E	26.69'
L37	S63°02'44"E	68.37'
L38	N69°32'44"W	625.69'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L39	S42°14'16"W	39.72'
L40	S82°07'45"W	127.35'
L41	S82°09'06"W	164.00'
L42	N76°26'03"W	32.81'
L43	N89°36'43"W	40.00'
L44	N88°04'01"E	75.27'
L45	N12°47'02"E	45.00'
L46	N58°22'48"W	115.94'
L47	N42°42'47"W	108.10'
L48	N19°04'09"E	66.46'
L49	N07°13'19"W	226.44'
L50	N39°01'14"W	217.22'
L51	N21°00'27"W	67.17'
L52	N89°36'43"W	40.00'
L53	N00°22'43"E	531.67'
L54	N00°01'44"E	335.86'
L55	S66°39'41"E	56.62'
L56	S75°00'13"E	28.27'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

EXHIBIT "E"

METES AND BOUNDS LEGAL DESCRIPTION OF THE CONTRACTION PARCEL

[See attached.]

LEGAL DESCRIPTION (WELLNESS RIDGE CONTRACTION PARCEL ONLY):

A parcel of land being a portion of section 22, township 23 south, range 26 east lake county, florida, more particularly described as follows:

Commence at the northwest corner of tract fd-2, Wellness Ridge Phase 1-a; thence run south 00°23'17" West along the East right of way line of hancock road per said plat of Wellness Ridge Phase 1-a, for a distance of 2628.63 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of South 45°05'22" East and a chord distance of 35.65 feet; thence departing said east right of way line, run Southeasterly along the arc of said curve, through a central of 90°57'18" for a distance of 39.69 feet to a point of reverse curvature of a curve concave Southwesterly, having a radius of 1791.84 feet, a chord bearing of South 86°33'45" east and a chord distance of 250.69 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°01'21" for a distance of 250.89 feet to the point of beginning, said point being on a curve, concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 73°27'43" East, and a chord distance of 565.78 feet; thence run Southeasterly along the arc of said curve through a central angle of 18°10'03" for a distance of 568.16 feet to a point on the North right of way line of wellness way according to the plat of Wellness Ridge Phase 1-a, as recorded in plat book 78, pages 53 through 64 of the public records of Lake County, Florida, said point being on a non tangent line; thence run the following courses along said north right of way line: North 75°00'13" West for a distance of 28.27 feet to a point on a non tangent curve, concave Southwesterly having a radius of 2190.00 feet, with a chord bearing of North 71°45'24" West, and a chord distance of 332.20 feet; thence run Northwesterly along the arc of said curve through a central angle of 08°41'58" for a distance of 332.52 feet to a point on a non tangent line; thence run north 66°39'41" West a distance of 56.62 feet to a point on a non tangent curve concave Southwesterly having a radius of 2200.00 feet, with a chord bearing of North 79°30'59" west, and a chord distance of 150.08 feet; thence run Northwesterly along the arc of said curve through a central angle of 03°54'34" for a distance of 150.11 feet to the point of beginning.

The above described parcel of land contains 3,700 square feet, or 0.08 acres, more or less.

EXHIBIT "F"

METES AND BOUNDS LEGAL DESCRIPTION AND SKETCH OF THE EXPANSION PARCEL

[See attached.]

LEGAL DESCRIPTION (WELLNESS RIDGE EXPANSION PARCEL ONLY):

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06’55”E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53’05”E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

EXHIBIT "G"

NAMES AND LAST KNOWN ADDRESSES OF THE OWNER OF THE EXPANSION PARCEL AND CONTRACTION PARCEL

OWNER OF "EXPANSION PARCEL":

SSP-HS LOT OPTION A POOL 01, L.P., a Delaware limited partnership, by virtue of Special Warranty Deed, recorded in Official Records Book 6438, Page 1584 of the Public Records of Lake County, Florida.

Address: 23975 Park Sorrento, Suite 220, Calabasas, California 91302

OWNER OF "CONTRACTION PARCEL":

SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company, by virtue of Special Warranty Deed, recorded in Official Records Book 4020, Page 462 of the Public Records of Lake County, Florida.

Address: Post Office Box 135, Windermere, Florida 34786

COMPOSITE EXHIBIT "H"

LANDOWNER CONSENT FROM (1) SSP-HS LOT OPTION A POOL 01, L.P.; AND (2) SOUTH LAKE CROSSINGS I, LLC

[See attached.]

CONSENT TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, SSP-HS LOT OPTION A POOL 01, L.P., a Delaware partnership ("SSP"), whose address is 23975 Park Sorrento, Suite 220, Calabasas, California 91302, is the owner of certain lands located within the City of Clermont, Florida (the "City"), described in **Exhibit "A"** attached hereto (the "Property").

SSP understands and acknowledges that the Wellness Ridge Community Development District (the "District") intends to submit a Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "Petition"), to the City in accordance with the provisions of Chapter 190, *Florida Statutes*.

SSP understands and acknowledges that the Petitioner desires to include with the Petition the written consent of one hundred percent (100%) of the owner(s) of the lands to be added into the District.

As evidenced by its execution of this document, SSP hereby consents to the expansion of the District's boundary to include the Property in the District and further agrees to execute any other documentation necessary or convenient to evidence this consent.

SSP hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned's successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on following page]

SIGNATURE PAGE OF LANDOWNER CONSENT TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE BOUNDARY OF THE WELLNESS RIDGE DEVELOPMENT DISTRICT

Executed this 5 day of NOVEMBER, 2025.

SSP-HS LOT OPTION A POOL 01, L.P., a Delaware partnership
By: SSP-HS LOJV-A GP, LLC, a Delaware limited liability company
Its: General partner

By: _____

Name: Steven C. Porath
Title: Authorized Representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2025 by _____, as _____ of **SSP-HS LOT OPTION A POOL 01, L.P.**, a Delaware partnership, on behalf of said partnership. Said person is [ ] personally known to me or [ ] has produced _____ as identification.

(AFFIX SEAL)

_____
Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On November 5, 2025 (*Date*) before me, Karen S. Hornback, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Steven C. Porath (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KAREN S. HORNBACK
Notary Public - California
Ventura County
Commission # 2413766
My Comm. Expires Aug 24, 2026

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen S Hornback
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

EXHIBIT "A"

Legal Description of the Property

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06'55"E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53'05"E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

CONSENT TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company ("South Lake"), whose address is Post Office Box 135, Windermere, Florida 34786, is the owner of certain lands located within the City of Clermont, Florida (the "City"), described in **Exhibit "A"** attached hereto (the "Property").

South Lake understands and acknowledges that the Wellness Ridge Community Development District (the "District") intends to submit a Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "Petition"), to the City in accordance with the provisions of Chapter 190, *Florida Statutes*.

South Lake understands and acknowledges that the Petitioner desires to include with the Petition the written consent of one hundred percent (100%) of the owner(s) of the lands to be contracted (removed) from the boundary of the District.

As evidenced by its execution of this document, South Lake hereby consents to the contraction of the District's boundary to remove the Property from the boundary of the District and further agrees to execute any other documentation necessary or convenient to evidence this consent.

South Lake hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned's successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on following page]

SIGNATURE PAGE OF LANDOWNER CONSENT TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE BOUNDARY OF THE WELLNESS RIDGE DEVELOPMENT DISTRICT

Executed this 12th day of November, 2025.

SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company

By: _____

Name: Thomas J. Karr, Jr.

Title: Mgr. Partner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 12th day of November, 2025 by Thomas J. Karr, Jr., as Managing Partner of **SOUTH LAKE CROSSINGS I, LLC**, a Florida limited liability company, on behalf of said company. Said person is [✓] personally known to me or [ ] has produced _____ as identification.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MICHAEL A. O'QUINN, JR.
Commission # HH 604838
Expires October 21, 2028

_____
Notary Public; State of Florida
Print Name: Michael A. O'Quinn, Jr.
My Commission Expires: October 21, 2028
My Commission No.: HH 604838

EXHIBIT "A"

Legal Description of the Property

A parcel of land being a portion of section 22, township 23 south, range 26 east lake county, florida, more particularly described as follows:

Commence at the northwest corner of tract fd-2, Wellness Ridge Phase 1-a; thence run south 00°23'17" West along the East right of way line of hancock road per said plat of Wellness Ridge Phase 1-a, for a distance of 2628.63 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of South 45°05'22" East and a chord distance of 35.65 feet; thence departing said east right of way line, run Southeasterly along the arc of said curve, through a central of 90°57'18" for a distance of 39,69 feet to a point of reverse curvature of a curve concave Southwesterly, having a radius of 1791.84 feet, a chord bearing of South 86°33'45" east and a chord distance of 250.69 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°01'21" for a distance of 250.89 feet to the point of beginning, said point being on a curve, concave Southwesterly having a radius of 1791,84 feet, with a chord bearing of South 73°27'43" East, and a chord distance of 565.78 feet; thence run Southeasterly along the arc of said curve through a central angle of 18°10'03" for a distance of 568,16 feet to a point on the North right of way line of wellness way according to the plat of Wellness Ridge Phase 1-a, as recorded in plat book 78, pages 53 through 64 of the public records of Lake County, Florida, said point being on a non tangent line; thence run the following courses along said north right of way line: North 75°00'13" West for a distance of 28.27 feet to a point on a non tangent curve, concave Southwesterly having a radius of 2190.00 feet, with a chord bearing of North 71°45'24" West, and a chord distance of 332.20 feet; thence run Northwesterly along the arc of said curve through a central angle of 08°41'58" for a distance of 332.52 feet to a point on a non tangent line; thence run north 66°39'41" West a distance of 56,62 feet to a point on a non tangent curve concave Southwesterly having a radius of 2200,00 feet, with a chord bearing of North 79°30'59" west, and a chord distance of 150,08 feet; thence run Northwesterly along the arc of said curve through a central angle of 03°54'34" for a distance of 150,11 feet to the point of beginning.

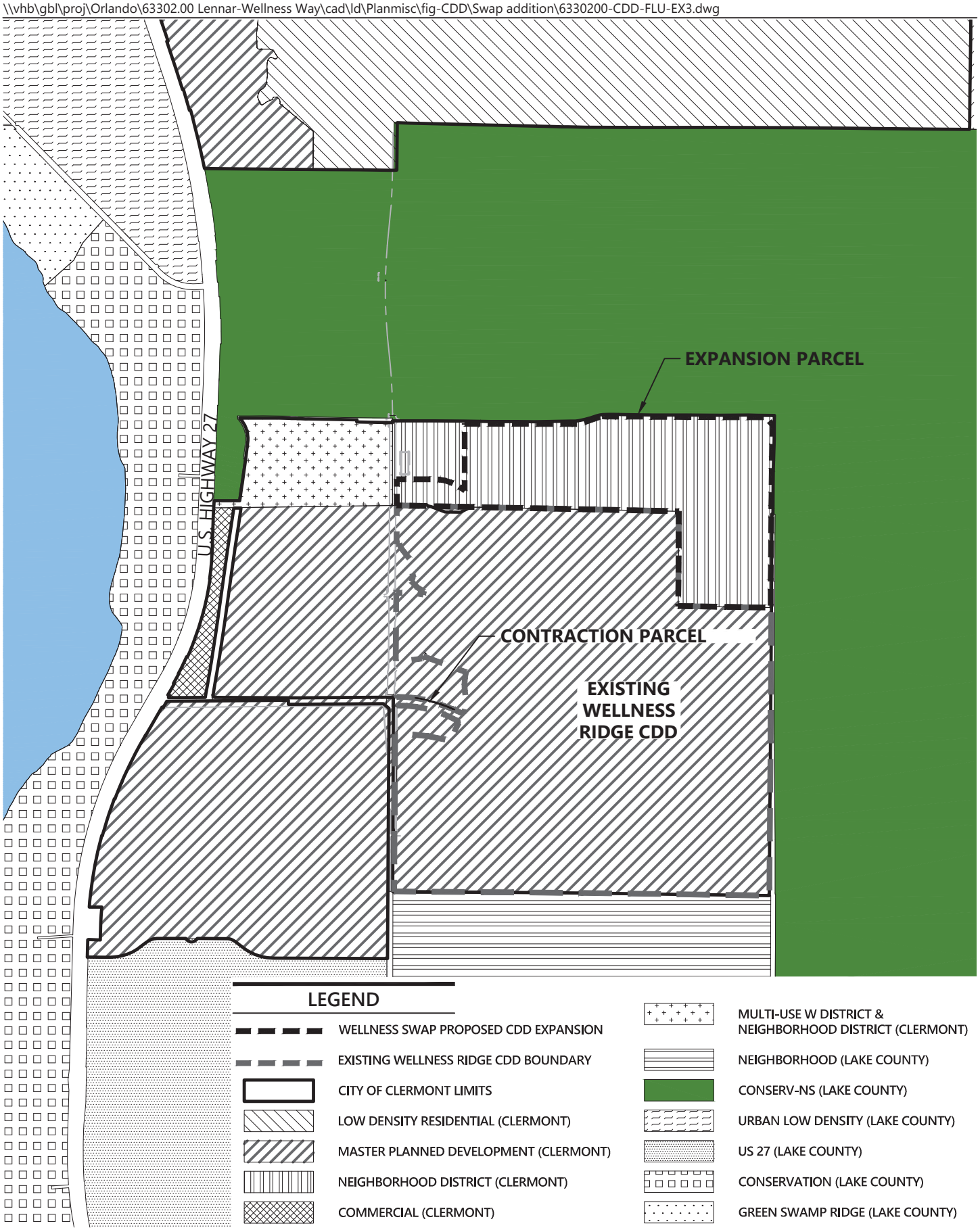
The above described parcel of land contains 3,700 square feet, or 0,08 acres, more or less.

EXHIBIT "I"

PROPOSED FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT OF PUBLIC AND PRIVATE USES WITHIN THE CONTRACTION PARCEL AND EXPANSION PARCEL

[See attached.]

\\vhb\gbl\proj\Orlando\63302.00 Lennar-Wellness Way\cad\ld\Planmisc\fig-CDD\Swap addition\6330200-CDD-FLU-EX3.dwg



Future Land Use Map

Wellness Ridge CDD
City of Clermont, Florida

October 2025

0 900 1,800 Feet

EXHIBIT "J"

STATEMENT OF ESTIMATED REGULATORY COSTS

[See attached.]

STATEMENT OF ESTIMATED REGULATORY COSTS
For the Petition to Amend the Boundaries of the Wellness Ridge CDD

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the **Wellness Ridge Community Development District** (the "District"). The District is an independent special unit of government established pursuant to Chapter 190 by the City of Clermont, Florida (the "City") by Ordinance 2022-018 enacted on May 10, 2022. The District is comprised of approximately 574.01 acres and located within the City. The project is currently planned for approximately 1,848 residential units. The District desires to amend the boundaries by adding approximately 168.27 acres (the "Expansion Area") and contracting 0.08 acres (the "Contraction Area"). The Expansion Area is planned to include approximately 699 residential units. Upon expansion and contraction, the District will include 742.20 acres and 2,547 planned residential units. The SERC provides the information required by Section 190.005 and Section 120.541, Florida Statutes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

> "That the process of establishing[1] such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Wellness Ridge Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the lands within the Wellness Ridge development. The District, as amended, will encompass approximately 742.20 acres.

The development plan for the lands within the District, as amended, includes approximately 2,547 residential units. All units are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the city in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the

[1] Same limitations apply for a SERC accompanying the petition to amend the boundaries of a CDD.

District. The scope of this SERC is limited to evaluating the economic consequences of approving the petition to amend the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[2], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternative submitted under paragraph (1)(a) of Sec. 120.541, Florida Statute, and a statement

[2] For the purposes of this SERC, the term "agency" means the City of Clermont and the term "rule" means the ordinance(s) which the City of Clermont adopted to create or amend the District.

adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

A description and analysis of the requirements are set forth below.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

It is unlikely the amendment of the District's boundaries will meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the District, as amended, encompasses a community designed for approximately 2,547 residential units. These units and their owners and or tenants will fall under the jurisdiction of the District upon construction or sale. Prior to sale of any units, all of the land within the District will be under the jurisdiction of the District and be required to comply with the establishing ordinance.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed amendment of the District's boundaries. The boundary amendment, as proposed, will be processed by the City per section 190.046(1)(b), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are minimal, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs. Please note that since the District already exists and the petition is to amend the boundaries of the District, it is unlikely that there will be any additional costs to the State.

City of Clermont

The District currently exists and the petition is to amend the boundaries of the District. After the boundaries are amended, the District will consist of approximately 742.20 acres. The City and

its staff will process and analyze the petition pursuant to Section 190.064(1)(b) Florida Statues, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the petition filing fee is anticipated to cover the City costs for review of the petition to amend the boundaries.

These costs to the City are modest for a number of reasons. First, review of the petition to amend the District boundaries does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City attributable to the amendment of the District's boundaries are minimal, if any. The District is an independent unit of special purpose local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. It should be noted that since the District already exists, the inclusion of the Expansion Area within the boundaries of the District should not impact the City's annual costs.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. The District has its own sources of revenue to provide and maintain such facilities and services. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 and Table 2 provide an outline of the various facilities and services the District may provide. It is anticipated that the facilities and services in tables 1 and 2 may be financed by the District.

The petitioner has estimated the design and development costs for providing the capital facilities in the Expansion Area. The cost estimates are shown in Table 2 below. The Expansion Area design and development costs for these facilities are estimated to be $26,187,500.00. The District and/or the developer may pay these construction and development costs. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program.

Table 1.
Wellness Ridge CDD Proposed Facilities and Services

Improvement	Construction Entity	Ownership Entity	Operations and Maintenance Entity
Stormwater Improvements	CDD	CDD	CDD
Roadways	CDD	City/CDD	City/CDD
Water & Wastewater Utilities	CDD	City	City
Conservation Area	CDD	CDD	CDD
Hardscape, Landscape, Irrigation	CDD	CDD/HOA	CDD/HOA
Traffic Signalization	CDD	County	County
Offsite Utility	CDD	City	City
Undergrounding of Electric	CDD	SECO	SECO

Key: City = Clermont; County = Lake County; CDD = Wellness Ridge CDD

The petitioner has estimated the design and development costs for providing the capital facilities in the Expansion Area. The cost estimates are shown in Table 2 below. The Expansion Area design and development costs for these facilities are estimated to be $26,187,500.00. The District and/or the developer may pay these construction and development costs. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program.

Future landowners in the District shall be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance, assuming such bonds are issued by the District. In addition to the levy of non-ad valorem assessments for debt service, the District shall also impose a non-ad valorem assessments to fund the operations and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of the affected property by purchasing such property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels and types of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through higher cost of developer equity and/or bank loans.

In considering these costs it shall be noted that owners and occupants of the lands included within the District and the Expansion Area will receive four major classes of benefits.

First, those property owners in the District will receive a higher level of public services and

amenities sooner than would otherwise be the case, due to increased availability to bond financing.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised

Table 2.
Wellness Ridge Community Development District Expansion Property – Engineer's Estimate of Probable Costs

Infrastructure	Existing Wellness Ridge CDD Costs (Approximately 574.01 acres)	Additional Boundary Amendment Costs (Approximately 168.27 acres)	Total
Stormwater Improvements	$9,800,000	$8,100,000	$17,900,000
Roadways	$20,600,000	$2,800,000	$23,400,000
Water & Wastewater Utilities	$19,700,000	$6,600,000	$26,300,000
Conservation Area	$1,000,000	$0	$1,000,000
Hardscape, Landscape, & Irrigation	$8,700,000	$3,200,000	$11,900,000
Traffic Signalization	$1,200,000	$0	$1,200,000
Offsite Utility	$3,100,000	$0	$3,100,000
Undergrounding of Electric	$3,300,000	$250,000	$3,550,000
Professional Fees & Permitting	$6,740,000	$2,095,000	$8,835,000
Contingency	$10,110,000	$3,142,500	$13,252,500
Total	$84,250,000	$26,187,500	$110,437,500

[1] Identified costs for Existing Wellness Ridge CDD (±574 Ac.) remain unchanged from the costs identified in the original Petition to Establish the Wellness Ridge Community Development District.

growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Expansion of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows CDD landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and cost of the CDD services they receive, provided they meet the City's overall requirements.

Fourth, a CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance, operations, and repair costs through assessments collected on the county tax bill pursuant to Section 197.3632, Florida Statutes. Further, a CDD is a perpetual entity and provides for the continuous operations and maintenance of infrastructure.

Lastly, based upon Chapter 2025-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs

relative to the expansion of the District:

1. Filing Fee – *up to $15,000 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of $175 to the State per provisions of Section 189.018, Florida Statutes.*
2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*
4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed $500,000 annually that will be fully funded by the property owners of the District.*
6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed $50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual $175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed $25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed $100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed $10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than $5,000 annually and will be fully funded by the property owners of the District*.
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed $10,000 annually and will be fully funded by the property owners of the District. Property insurance may also be required and is not reflected in the*

above estimate.

15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of the District.*
16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor' office or by any other interested person, business organization, or business representative – *None.*

If applicable, the market impacts likely to result from compliance with the district establishment, including

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than $150,000 and fully funded by the property owners of the District.*

The transactional cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD (through tax exempt bond financing), the cost impact to landowners is negligible.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the expansion of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Clermont has an estimated un-incarcerated population greater than 10,000 according to the most recent federal U.S. Census (2020). Therefore, the City is not defined as a "small" City according to Section 120.52(18), Florida Statues.

Lake County has an estimated un-incarcerated population that is greater than 75,000 according to the 2020 U.S. Census. Therefore, the County is not defined as a "small county" according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer, the developer's Engineer and other professionals associated with the developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) in section 120.541, Florida Statutes and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals or revised statements submitted to the agency (the City) as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Central Florida, LLC
October 23, 2025

EXHIBIT "K"

PROPOSED TIMETABLE AND ESTIMATED COSTS

[See attached.]

Estimated Costs of Constructing the Proposed Facilities/Services

Improvement	Expansion Parcel Estimated Cost
Stormwater Management Systems	$8,100,000.00
Roadways (non-gated)	$2,800,000.00
Water & Wastewater Utilities	$6,600,000.00
Lift Stations	$0
Hardscaping, Landscaping, Irrigation and Reclaimed water pump	$3,200,000.00
Recreational Amenities	$0
Offsite Roadway	$0
Offsite Utilities	$0
Differential Cost of Undergrounding of Electric	$250,000.00
Subtotal	**$20,950,000.00**
Other	
Professional Services (10%)	$2,095,000.00
Contingency (15%)	$3,142,500.00
TOTAL	**$26,187,500.00**

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.

Timetable for Construction of Services to the Expansion Parcel

Phase	Completion Date
Phase 1	June, 2026
Phase 2	December, 2027

John E. Kruse

From: Tracy Howe
Sent: Wednesday, March 11, 2026 8:17 AM
To: Nicole Wisniewski; Curt Henschel; John E. Kruse; 'Christian Waugh'
Subject: FW: Document reasons why the Wellness Ridge CDD is not appropriate for residents.

Tracy Ackroyd Howe, MMC
Clermont City Clerk
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
THowe@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Rick Van Wagner <rvanwagner@clermontfl.org>
Sent: Wednesday, March 11, 2026 5:33 AM
To: Tracy Howe <thowe@clermontfl.org>
Subject: Fw: Document reasons why the Wellness Ridge CDD is not appropriate for residents.

Get Outlook for iOS

From: Joe Fumasi <joefumasi@ymail.com>
Sent: Tuesday, March 10, 2026 1:58 PM
To: Rick Van Wagner <rvanwagner@clermontfl.org>
Subject: Document reasons why the Wellness Ridge CDD is not appropriate for residents.

Caution: This is an external email and could be suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

City Manager Van-Wagner

Date: March 10, 2026

Subject: Formal Objection to Ordinance Expanding Wellness Ridge CDD Boundaries

I am writing to formally object to the proposed expansion of the Wellness Ridge Community Development District (CDD). A comparison of the petitioner's filing against the District's actual **FY2026 Adopted Budget** reveals critical financial discrepancies that place an undue and unmitigated risk on current and future homeowners.

Key Grounds for Objection

1. Drastic Underestimation of O&M Costs

The expansion petition (SERC, Page 50) claims that additional Operating and Maintenance (O&M) costs "should not exceed **$500,000** annually".

- **The Reality:** The District's actual budget for the existing area is already **$1,532,944** for FY2026.
- **The Risk:** Estimating that a 168.27-acre expansion—nearly 30% of the current size—will only cost $500,000 is mathematically inconsistent with the District's current $1.5M spend.

2. Failure to Account for Administrative Overruns

The petition projects that professional services (legal, management, engineering) will not exceed **$100,000** annually.

- **The Reality:** The FY2026 budget already allocates **$159,705** for these exact services.
- **The Risk:** Property owners are already being assessed 60% more for administration than the "not to exceed" figure presented in the expansion documents.

3. Unstable Revenue Streams

The current budget relies on **$364,260** in MSTU funding from the City of Clermont.

- **The Risk:** The petition (Page 2) admits that cost estimates are "not binding" and "subject to change". If City funding is reduced, the burden to maintain the expanded area will fall entirely on residents, whose assessments are already set to collect **$1,328,389** this year—up from $822,094.

Conclusion and Requested Action

The $500,000 O&M estimate is a "Red Flag" that masks the true cost of this expansion. I request that the Council **delay approval** until the petitioner provides:

1. A **Developer Deficit Funding Agreement** to cover any O&M costs exceeding the $500,000 estimate.
2. A **Legal Assessment Cap** tied to the Consumer Price Index (CPI) to protect residents from unlimited tax hikes.

Residents should not be the "safety net" for a developer's underestimated projections

Request this be part of the official record for Wellness Ridge CDD expansion petition.

sincerely,

Joe Fumasi

Yahoo Mail: Search, Organize, Conquer

NOTICE OF PUBLIC HEARING

City of Clermont City Council
Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District

DATE: **MARCH 24, 2026 (FIRST READING)**
APRIL 14, 2026 (PUBLIC HEARING)
TIME: **3:00 PM**
LOCATION: **City Hall – Council Chambers**
685 W. Montrose Street
Clermont, Florida 34711

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the City Council for the City of Clermont, Florida (the "Council") on **April 14, 2026** and a first reading will be held by the Council on **March 24, 2026, both at 3:00 p.m.**, in the **City Hall – Council Chambers, 685 W. Montrose Street, Clermont, Florida**, **34711**, to consider the following proposed Ordinance 2026-011:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ORDINANCE 2022-018 TO EXPAND AND CONTRACT THE BOUNDARIES OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED WITHIN THE CITY OF CLERMONT, FLORIDA; DESCRIBING THE BOUNDARIES OF THE LAND TO BE REMOVED AND ADDED FROM THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AND DESCRIBING THE NEW EXTERNAL BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AFTER EXPANSION AND CONTRACTION; PROVIDING FOR ALL OTHER CONDITIONS TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY AND REPEAL; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RECORDING.

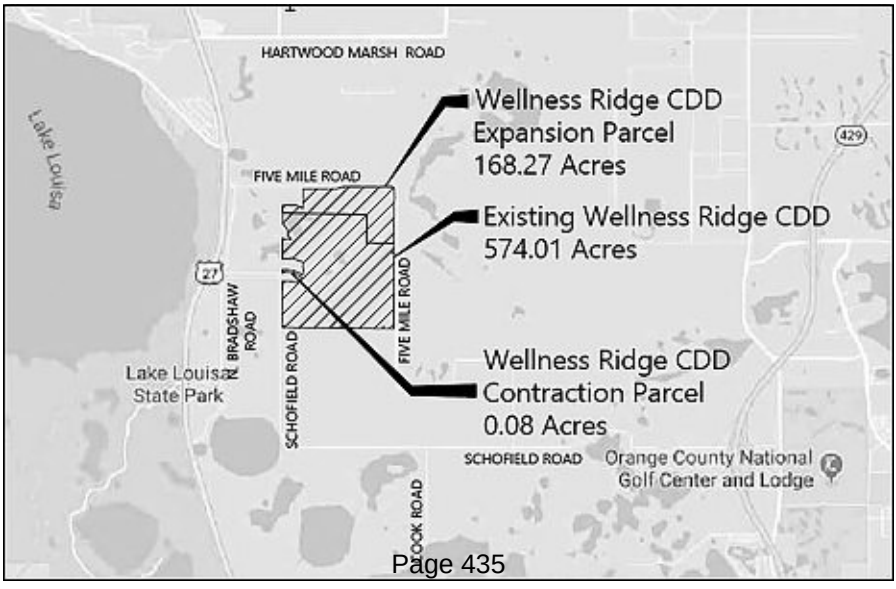
The boundary of the Wellness Ridge Community Development District (the "District") is currently comprised of approximately 574.01 acres of land. The proposed Ordinance amendment will contract the boundary of the District by 0.08 acres and will expand the boundary of the District by 168.27 acres, resulting in the boundary of the District being comprised of approximately 742.20 acres of land.

The District is generally located south and west of Five Mile Road, east of Schofield Road, and north and south of Wellness Way Boulevard, as further depicted in the map below. The Petitioner has proposed to amend the boundary of the District in order to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by the District under Florida law, including but not limited to: stormwater improvements, roadways, water and wastewater utilities, lift station and forcemain, reclaimed water main utilities, reclaimed well and pump infrastructure, hardscape, landscape and irrigation, offsite utilities, undergrounding of electric, and other infrastructure.

Any affected individual or governmental entity shall be given an opportunity at the public hearing to appear and present oral or written comments for or against the Ordinance amendment. Written comments filed with the Council will be considered and will be made a matter of record at the public hearing. **Persons wishing to appeal any decision made by the Council at the above-referenced public hearing are hereby notified they may need to ensure that a verbatim record of these proceedings is made, including the testimony and any documentary evidence on which an appeal may be based.**

In accordance with the Americans with Disabilities Act of 1990 (ADA) and Section 286.26, *Florida Statutes*, if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, such person shall, not later than two (2) business days prior to the proceedings, call (352) 241-7330 for assistance. Si usted requiere ayuda especial bajo la ley de Americanos con Incapacidades de 1990, por favor llame al (352) 241-7330**.**

A copy of the proposed Ordinance and Petition are open to public inspection during normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, 34711.



CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2026
Agenda Item Name
Bid Award *Construction of Fire Station 2*
Requested Action
Approve to award the bid and execute a contract with Mulligan Constructors, Inc. to provide construction of Fire Station 2 in the amount of $2,975,290.
Staff Report

The Procurement Services Department, in coordination with the Fire Department, recommends approval of this action.

The Procurement Services Department issued Request for Bid (RFB) No. 26-042 for the partial demolition, renovation, and construction of Fire Station 2. The solicitation was competitively bid, formally advertised, and conducted in accordance with the City of Clermont's Procurement Policy and Procedures. A total of nineteen (19) bids were received.

The project consists of a single-story, approximately 10,121 square-foot public safety facility and includes:

- Expansion of two (2) of the three (3) drive-through apparatus bays for fire and rescue vehicles.
- Operational support spaces.
- Individual sleeping quarters for up to ten (10) personnel.
- Kitchen, dining, day room, and fitness facilities.
- Associated site work, including parking, utilities, stormwater management, and landscaping.

The estimated construction value for this project was $3.5 million.

Upon review, the apparent low bidder, MARBEK Construction Co. (MARBEK), in the amount of $2,967,800.00, was determined to be non-responsive for failing to meet the minimum submittal requirements of the RFB. Deficiencies included, but were not limited to, omission of the required Drug-Free Workplace Policy document; failure to provide documentation of three (3) comparable projects within ten years (with at least one being a 24/7 operational facility valued at $3 million or greater); omission of required Project Manager and Superintendent information; and failure to provide proof of bonding capacity from a surety company. As a result, MARBEK is not eligible for award consideration.

Mulligan Constructors, Inc. (Mulligan) submitted the lowest responsive and responsible bid in the amount of $2,975,290.00. The price difference between MARBEK and Mulligan is $7,490.00.

The Procurement Services Department recommends awarding an award of RFB 26-042 to Mulligan Constructors, Inc. in the lump sum of $2,975,290.00 for the construction of Fire Station 2.

This project was approved during the budget process and will be funded through the Fire Impact Fund, Account No. 16522-66201-22102.

Additional Analysis
Fiscal Impact Summary

The project timeline is estimated to begin in early June, and require 10–18 months for completion. The current fiscal year budget is adequate, while a majority of the capital project will carryover and be included in the Fiscal Year 2026-2027 budget.

Fund	Project account number	Current Year Available Budget	Net Impact of the Project	Projected Ending Budget
#160 - Fire Impact Fund	16522-66201-22102	$1,049,569	($2,975,290)	($1,925,721)

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	RFB 26-042 Bid Tabulation	RFB 26-042 Bid Tabulation.pdf
2.	RFB 26-042 Notice of Intent to Award	RFB 26-042 Notice of Intent to Award.pdf
3.	RFB 26-042 Award Criteria - Minimum Qualifications	RFB Minimum Qualifications.pdf
4.	RFB 26-042 Bid Evaluation	RFB 26-042 Bid Evaluation.xlsx
5.	[MARBEK Construction CO] Response Document Report	[MARBEK Construction CO] Response Document Report.pdf
6.	[Mulligan Constructors Inc] Response Document Report	[Mulligan Constructors Inc] Response Document Report.pdf

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION

RFB No. RFB 26-042

Construction of Fire Station 2

RESPONSE DEADLINE: February 12, 2026, at 2:00 pm

BASE BID TABULATION – COMPLETE CONSTRUCTION

Vendor	Total
MARBEK Construction CO	$2,967,800.00
Mulligan Constructors Inc	$2,975,290.00
NuJak Companies, Inc.	$3,016,922.00
Rycon Construction, Inc.	$3,060,000.00
Saboungi Construction, Inc.	$3,087,780.00
Leopardo Companies	$3,113,673.00
Strickland Construction, Inc.	$3,140,614.00
McCree Design Builders, Inc.	$3,267,511.00
S.A. Casey Construction	$3,286,000.00
Scherer Construction	$3,434,958.94
Poli Construction Inc.	$3,441,080.00
Waypoint Contracting, Inc	$3,521,465.00
GSB Construction & Development, Inc.	$3,529,013.00

Vendor	Total
Cullison Wright Construction	$3,659,849.00
Nichols Contracting, Inc.	$3,663,703.00
AHRENS ENTERPRISES, INC D.B.A AHRENS COMPANIES	$3,664,980.00
H.A. Contracting Corp.	$3,705,000.00
Ulloa Management Group, LLC	$3,709,737.00
SEMCO Construction, Inc.	$3,755,873.89

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

NOTICE OF INTENT TO AWARD

RFB No. RFB 26-042

Construction of Fire Station 2

RESPONSE DEADLINE: February 12, 2026, at 2:00 pm

Wednesday, March 4, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-042 titled Construction of Fire Station 2, the City hereby issues this Award Recommendation to the lowest qualified company:

Mulligan Constructors Inc

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

aspects of this solicitation. The City will provide written responses to formal and material questions during this meeting.

Any verbal discussions at the meeting will not be considered part of the solicitation unless provided in writing through the OpenGov Clermont Portal. Questions asked at the meeting that cannot be adequately answered during the meeting may be deferred until the issuance of the addenda. The questions and their responses will be available to all potential respondents.

Meeting Location: City Hall Council Chambers (1st Floor) 685 W. Montrose Street, Clermont, FL 34711 The meeting will begin promptly at the time specified above.

2.4. Questions Deadline

To ensure that all prospective respondents have accurately and completely understood the requirements of this solicitation, the City of Clermont Procurement Services Department will accept written questions up until 3:00 pm on Wednesday, January 21, 2026. Verbal inquiries will not be accepted, and potential respondents are instructed only to seek additional information or clarification or to communicate in writing with the Procurement Services Director.

The City of Clermont requires all questions relating to this solicitation to be entered through the "Question and Answer" tab on the Portal. Responses to questions will be provided online at https://procurement.opengov.com/portal/clermontfl .

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

2.5. Award Criteria

The award will be made to the respondent who submits the lowest qualified price. The City will award a single respondent.

The City reserves the right to reject all responses and to waive any irregularities in the process. Additive alternate items may or may not be considered when determining the lowest qualified price. The City also reserves the right to accept any combination of additive or deductive alternates.

MINIMUM QUALIFICATIONS

In determining where a respondent is responsive and/or awarding the contract, in addition to price, the following shall be considered:

A. Licensing:

   1. Active Florida General Contractor License or Equivalent

   2. Proper registration with the Florida Department of State (if corporation)

B. Experience:

   1. Minimum of five (5) years in business under the current name.

2. Successful completion of at least three (3) comparable institutional, healthcare, educational, commercial, or public safety projects within the last ten (10) years, each valued at $3 million or greater.
3. At least one (1) project must demonstrate specialized requirements such as 24/7 operational facilities, emergency response readiness, or other critical-use facilities (e.g. hospital wings, data centers, university research labs, surgery centers, etc.).

C. Project Management Team:

1. Proposed Project Manager and Superintendent must each have at least five (5) years of experience in their role on similar-sized projects.

D. Bonding Capacity:

1. Proof of bonding capacity of at least $5 million single project and $10 million aggregate, from a surety licensed in Florida with an A.M. Best rating of B+:VI or better.
2. A Bid Bond of 5% of the bid price is required at submission.
3. Performance and Payment Bonds of 100% contract value are required upon award.

E. Insurance:

1. Ability to provide all required insurance coverage as specified in this solicitation.

F. Safety:

1. Current Experience Modification Rate (EMR) of 1.10 or lower (average of past 3 years).
2. No willful OSHA violations within the last three (3) years.

Failure to provide evidence of these minimum qualifications may render the bid non-responsive and subject to rejection.

2.6. Contract Period

The performance period under the resulting contract shall commence upon the date of the Purchase Order or related Notice To Proceed and shall remain in effect until the commodities, equipment, and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the City's authorized representative, and will then remain in effect until completion or the expressed and/or implied warranty periods.

If the respondent is awarded a contract under this solicitation, the prices on the response will remain fixed and firm during the contract term. However, the respondent may offer incentive discounts from such fixed price to the City at any time during the contractual term.

2.7. Option To Renew

Not applicable to this solicitation.

Contractor	General Contractor License (CGC)	Company Registered in Florida	Minimum of five (5) years under current name
MARBEK Construction	Y	Y	Y
Mulligan Constructors	Y	Y	Y
NuJak Companies	Y	Y	Y
Rycon Construction	Y	Y	Y
Saboungi Construction	Y	Y	Y
Leopardo Companies	Y	Y	Y
Strickland Construction	Y	Y	Y
McCree Design Builders	Y	Y	Y
S.A. Casey Construction	Y	Y	Y
Scherer Construction	Y	Y	Y
Poli Construction	Y	Y	Y
Waypoint Cotracting	Y	Y	Y
GSB Construction & Development	Y	Y	Y
Cullison Wright Construction	Y	Y	Y
Nichols Contracting	Y	Y	Y
Ahrens Enterprises	N	Y	Y
H.A. Contracting	Y	Y	Y
Ulloa Management Group	Y	Y	Y
SEMCO Construction	Y	Y	Y

Insurance Requirements	Bid Bond 5%	Drug Free Work Place Policy	Three comparable projects in the last ten (10) years, valued at $3 Million or greater
Y	Y	N	N
Y	Y	Y	Y
Y	Y	Y	N
Y	Y	Y	N
Y	Y	Y	N
Y	Y	Y	Y
Y	Y	Y	N
Y	Y	Y	N
Y	Y	Y	N
Y	Y	Y	N
Y	Y	Y	Y
Y	Y	Y	Y
Y	Y	Y	Y
Y	Y	N	Y
Y	Y	Y	N
Y	Y	Y	Y
Y	Y	N	Y
N	N	Y	N
Y	Y	Y	N

Project Manager and Superintendent five (5) years of experience on similar-sized projects.	Proof of bonding capacity of at least $5 Million single project and $10 Million aggregate	EMR rate of 1.10 or lower average in the past three (3) years
N	N	N
Y	Y	Y
Y	Y	Y
Y	Y	Y
N	Y	N
Y	Y	Y
N	Y	Y
Y	Y	N
N	Y	Y
N	Y	N
Y	N	N
Y	Y	Y
Y	Y	Y
N	Y	N
N	Y	N
Y	Y	Y
Y	Y	Y
N	N	N
N	Y	Y

No OSHA violations within the past three (3) years	Lump Sum Price	Difference in Price
N	$ 2,967,800.00	
Y	$ 2,975,290.00	$ 7,490.00
Y	$ 3,016,922.00	$ 41,632.00
Y	$ 3,060,000.00	$ 43,078.00
Y	$ 3,087,780.00	$ 27,780.00
Y	$ 3,113,673.00	$ 25,893.00
N	$ 3,140,614.00	$ 26,941.00
N	$ 3,267,511.00	$ 126,897.00
Y	$ 3,286,000.00	$ 18,489.00
N	$ 3,434,958.94	$ 148,958.94
N	$ 3,441,080.00	$ 6,121.06
N	$ 3,521,465.00	$ 80,385.00
Y	$ 3,529,013.00	$ 7,548.00
N	$ 3,659,849.00	$ 130,836.00
N	$ 3,663,703.00	$ 3,854.00
Y	$ 3,664,980.00	$ 1,277.00
N	$ 3,705,000.00	$ 40,020.00
N	$ 3,709,737.00	$ 4,737.00
Y	$ 3,755,873.89	$ 46,136.89

[MARBEK CONSTRUCTION CO] RESPONSE DOCUMENT REPORT

RFB No. RFB 26-042

Construction of Fire Station 2

RESPONSE DEADLINE: February 12, 2026 at 2:00 pm

Report Generated: Thursday, February 12, 2026

MARBEK Construction CO Response

CONTACT INFORMATION

Company:
MARBEK Construction CO

Email:
rick.marchand2@marbekconstruction.com

Contact:
Rick Marchand

Address:
614 E Hwy 50 Ste 324
Clermont, FL 34711

Phone:
N/A

Website:
MarbekConstruction.com

Submission Date:
Feb 12, 2026 1:26 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

Addendum #2
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

Addendum #3
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

Addendum #4
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

Addendum #5
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

Addendum #6
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

Addendum #7
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

Addendum #8
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

Addendum #9
Confirmed Feb 12, 2026 1:07 PM by Rick Marchand

QUESTIONNAIRE

1. Submittal Requirements*

By submitting a response to this solicitation, the bidder has read, understands, and acknowledges the following documents must be submitted with their response or the bid submittal may be deemed non-responsive.

- Completed Vendor Information and W-9 form;
- Minimum Qualifications;
- Work References Form;
- Non-Collusion Declaration;
- E-Verify Confirmation
- Proof of insurance/evidence of insurability (see Insurance Requirements;
- Any Contractor required licenses; and
- Bonds and any additional submittal requirements, if applicable.

Confirmed

2. Time of Completion*

Substantial completion must not exceed Two Hundred Seventy (270) calendar days from issuance of purchase order and/or notice to proceed.

Final completion will be Thirty (30) calendar days thereafter.

Enter the number of calendar days for substantial completion if different from above.

270

3. Vendor Information & W-9*

Please download the Vendor Information form, complete it, and upload it with a copy of your W-9.

- Vendor_Information.pdf

02122026_VENDOR_INFORMATION.pdf

4. Minimum Qualifications*

Please provide evidence of meeting the minimum qualifications stated in the scope of work by uploading your company performance/experience.

02122026_^MARBEK.pdf

5. Bid Bond*

Please download, complete, and upload the **fully executed** Bid Bond.

- Bid_Bond.pdf

02122026_BID_BOND.pdf

6. Proof of Insurance*

Please upload proof of insurance per the requirements stated in the Response Procedures section of this solicitation.

10162025_ACORO._CERTIFICATE_OF_LIABILITY_INSURANCE.pdf

7. Work References*

Please download, complete, and upload the Work References form.

- Work_References.pdf

References_(1).pdf

8. List of Subcontractors*

Please download, complete, and upload the List of Subcontractors form.

- List_of_Subcontractors.pdf

List_of_Subcontractors.pdf

9. Additional Information

Upload additional information pertaining to this solicitation.

06052024_MARCHAND,_RICK_A.pdf

10. Conflict of Interest Disclosure*

I HEREBY CERTIFY that:

A. I, the Individual submitting this response, am a duly authorized representative of the firm (Respondent), and I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

B. Except as listed below (in the following question), no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

C. This bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services. It is in all respects fair and without collusion or fraud.

Confirmed

11. Exceptions to Conflict of Interest Disclosure*

List any exceptions here, or type "N/A".

N/A

12. Drug-Free Workplace*

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

F. Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

The respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

13. Drug-Free Workplace Policy

If the company has a drug-free workplace policy, please upload such policy in this section.

No response submitted

14. Non-Collusion Statement*

The undersigned declares:

I am an authorized representative with binding authority for my company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not,

directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that this declaration is executed on the date this bid is submitted.

Confirmed

15. E-Verify Confirmation*

The undersigned declares that the company submitting this bid complies with the following:

All contractors and subcontractors must utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the contractor during the term of the contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with the City Department.

The contractor and subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes (2020), as amended from time to time. Failure to comply with Section 448.095, F.S. will result in termination of the contract. The contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and the contractor will be liable for any additional costs incurred by the City as result of contract termination.

Confirmed

16. Contractor Certification of Disbursement*

By submitting a response to this solicitation, the bidder acknowledges that if they are the successful bidder, they will be required to submit a completed Contractor Certification of Disbursement Form providing that payment to subcontractors and supplies have received their pro rata share of all previous progress payments or if they have not yet been paid their respective pro rata share. A

false statement or omission made with the certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

Confirmed

17. Sunbiz Registration*

Please provide your Federal ID Number to verify the company's Sunbiz Registration.

204065455

Click to Verify *Value will be copied to clipboard*

18. Terms & Conditions*

By confirming below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Confirmed

19. Q&A Acknowledgement*

I certify that I have read, reviewed, and hereby acknowledge the project Questions & Answers (Q&A), which will be as binding as an addendum. If necessary, I have applied the Q&A to my response accordingly.

Confirmed

20. Supplemental Questionnaire

RESPONDENT INFORMATION*

Enter the following:

A. Respondent's Name

B. Official Representative

C. Principal Office Address

Mar Con Construction DBA Marbek Construction

Rick Marchand

614 E Hwy 50 ste 324 Clermont Florida 34711

TYPE OF BUSINESS*
Corporation

BUSINESS INFORMATION*
If a Corporation, answer this:

A. When Incorporated

B. In what State

C. President's Name

D. Vice-President's Name

E. Treasurer's Name

F. Members of Board of Directors

If a Partnership, answer this:

A. Date of organization

B. General or Limited Partnership

C. Name and Address of Each Partner

1995

Florida

Rick Marchand

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER THE PRESENT BUSINESS NAME? *
30

DOES YOUR ORGANIZATION HAVE CURRENT OCCUPATIONAL LICENSES ENTITLING IT TO DO THE WORK/SERVICE CONTEMPLATED IN THIS SOLICITATION?*
Indicate Yes or No. If no, please explain.

Yes

PLEASE STATE LICENSE(S) TYPE AND NUMBER.*
(attach copies with your "Bid" above)

CGC048743

HAVE YOU EVER HAD A CONTRACT TERMINATED DUE TO FAILURE TO COMPLY WITH CONTRACTUAL SPECIFICATIONS?*
Indicate Yes or No. If yes, state where and why.

No

HAS ANY PERSON OR PERSONS INTERESTED IN THIS SOLICITATION BEEN CONVICTED BY A FEDERAL, STATE, COUNTY, OR MUNICIPAL COURT OF ANY VIOLATION OF LAW, OTHER THAN TRAFFIC VIOLATIONS?*
Indicate Yes or No. If Yes, Explain any convictions.

No

LAWSUITS (ANY) PENDING OR COMPLETED INVOLVING THE CORPORATION, PARTNERSHIP OR INDIVIDUALS WITH MORE THAN TEN PERCENT (10%) INTEREST.*

A. List all pending lawsuits
B. List all judgments from lawsuits in the last five (5) years
C. List any criminal violations and/or convictions of the respondent and/or any of its principals

If this does not apply, type "N/A"

N/A

CONFLICTS OF INTEREST*
The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal.

If none, type "N/A"

N/A

SUPPLEMENTAL QUESTIONNAIRE*
The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

Confirmed

PRICE TABLES

BASE BID – COMPLETE CONSTRUCTION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	This price shall include all work required for a complete, code-compliant, ready-for-occupancy fire station, including: Sitework & Utilities, Foundations & Structural Work, Architectural Construction, All Finishes and Interior Improvements, MEP & Fire Protection Systems, Landscape & Irrigation, All Demolition, Patching, and Tie-Ins, All Testing, Startup, Training, Commissioning, and Closeout.	1	Lump Sum	$2,967,800.00	$2,967,800.00
TOTAL					**$2,967,800.00**

LUMP SUM BREAKOUT (INFORMATIONAL ONLY — NOT USED FOR AWARD

These values are for City reference only. Award is based solely on the Total Lump Sum Base Bid.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	General Conditions & Mobilization	1	Lump Sum	$228,617.86	$228,617.86

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Sitework, Demolition, and Earthwork	1	Lump Sum	$213,399.00	$213,399.00
4	Building Expansion – Structural & Architectural	1	Lump Sum	$1,427,718.14	$1,427,718.14
5	Building Renovation – Existing Facility	1	Lump Sum	$46,380.00	$46,380.00
6	Mechanical, Electrical, Plumbing, Fire Protection	1	Lump Sum	$1,033,998.00	$1,033,998.00
7	Landscaping & Irrigation	1	Lump Sum	$17,687.00	$17,687.00

City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: Mar Con Construction LLC DBA MARBEK Construction Inc.

Contact Person and Title: Rick A Marchand II Project manager/Estimator

Vendor Street Address: 614 E HWY 50 STE 324

Vendor City, State, ZIP: Clermont, Florida 34711

Vendor Mailing Address (if different from above): _____

Vendor Email Address: rick.marchand2@marbekconstruction.com

Vendor Email Address for Purchase Order (if different from above):

_____

Phone Number: 352-242-1084 Fax Number: _____

Taxpayer Identification Number (include a copy of your W9 form): 204065455

Remit to Information (if different from above):

Payment Remit to Name: _____

Payment Remit to Address: _____

Payment Remit to City, State, ZIP: _____

Does the business accept invoice payment using the City's Virtual Credit Card? ☐ Yes ☒ No

If so, what is the preferred payment method? ☒ Check ☐ Virtual Card

Please return the completed Vendor Information along with the required W-9 form by email to: procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mar-Con Construction LLLC

2 Business name/disregarded entity name, if different from above.

Marbek Construction

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

614 East Highway 50, Suite 324

6 City, state, and ZIP code

Clermont, FL 34711

Requester's name and address (optional)

City of Clermont
685 W Montrose Street
Clermont, FL 34711-2119

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	4	0	6	5	4	5	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MARBEK
Construction Co.

614 E Hwy 50 Ste 324 Clermont Fla. 34711 352-102-1084 Ph 352-242-1084 Fax

Completed Projects Listing

Buffit's Car Wash	Ground up wash facility w/ lube Pit/oil change station	$ 1,515,000.00
Presidential Car Wash	Full Service Car Wash And Detail Center	$ 1,725,000.00
Joe's Car Wash	New Express Wash Facility Down Town Orlando	$ 1,650,000.00
Joe's Car Wash II	Full Service Car Wash And Detail Facility	$ 1,945,000.00
Joe's Car Wash III Davenport	Ground Up Express Car Wash Facility	$ 1,658,000.00
Joe's Car Wash IV Orlando	Ground Up Express Car Wash Facility	$ 2,330,000.00
Raindancer Car Wash	Demo and Replace Car Wash facility w/ new	$ 1,203,000.00
Southern Express Car Wash	Ground Up Express Car Wash Facility	$ 1,678,000.00
Doc's Car Wash	Ground Up Express Car Wash Facility	$ 1,443,000.00
Woodies Wash Shack Lakewood Ranch	Ground Up Express Car Wash Facility	$ 3,343,000.00

Woodies Wash Shack St Pete	Ground Up Express Car Wash Facility	$ 2,927,000.00
Woodies Wash Shack Wesley Chapel	Ground Up Express Car Wash Facility Coming Soon	$ 3,099,800.00
Woodies Wash Shack Palm Harbor	Ground Up Express Car Wash Facility Coming Soon	$ 3,500,000.00
Woodies Wash Shack Cortez	Ground Up Express Car Wash Facility Coming Soon	$ 3,350,000.00
Superhero's Car Wash	Ground Up Express Car Wash Facility Currently Under Construction	$ 3,312,000.00
Superhero's Car Wash Clarcona / Hiawassee	Ground Up Express Car Wash Facility Coming Soon	$ 3,725,000.00
Vision Car Wash	Ground Up Express Car Wash Facility Coming Soon	$ 3,996,800.00
Hernando Elementary School " G "	New School 8 Buildings 6 acres site Constructed in 10 Months	$ 10,200,000.00
Grissom Centroplex / Ecklers Warehouse	New Warehouse and Distribution Facility Completed in 8 Months	$ 6,755,474.00
Prestige AB Ready Mix Block Plant	New Industrial Block Plant	$ 12,225,000.00
Lake Sumter Community College Softball Facility	New Design Build Facility	$ 6,000,000.00
Mice Delta Warehouse	Industrial Office Warehouse	$ 9,252,000.00
South Lake Shopping Center	Addition to existing Shopping Center	$ 11,050,000.00

Seabreeze Aluminum Products	Office Warehouse	$ 12,075,000.00
TANGERS Outlet Mall	Concrete for Retail Mall	$ 2,000,000.00
City of Clermont Fire Station # 3	Three Bay Fire Station with Living quarters	$ 1,560,000.00
City of Tavares	New Free standing City Hall Facility	$ 1,600,000.00

City of Tavares City Hall Facility $ 1,700,000.00
Lake County Board of County Commissioners (LCBCC)
Public Works Building 2 story Addition to and Remodel of Occupied Structure

Seminole County Trailhead Facility $ 1,400,000.00
Public Park Horse trails and parking, public restrooms. pavilions

Captive Aire Warehouse	26000 SF additional to functional Occupied warehouse	$ 1,325,000.00
City of Mount Dora	Frank Brown Park	$ 1,322,000.00

Ground up park including ball fields Concession and Picnic Pavillion

City of Clermont	Hancock Park Pavillion Picnic Pavillion	$ 255,000.00
City of Deltona	Water Department Office Building	$ 148,000.00
City of Kissimmee	Covered Play Area	$ 125,000.00
Baywood Waste Water Treatment Facility Waste Water Facility Structures		$ 275,000.00
Colina Bay WRF	New WRF at Colina Bay	$ 280,000.00
INX Eco Tank Facility	Gal tanks, Pumps Piping Etc..	$ 1,600,000.00

New Smyrna Beach 15 Unit T-Hangar	City of New Smyrna Beach	$ 561,900.00
VAC Hangar # 3	Titusville Cocoa Airport	$ 794,312.00
Historic Train Depot	City of Clermont	$ 296,200.00
Historic Cooper Library	City of Clermont	$ 200,000.00

PRE-ENGINEERED METAL STRUCTURES

Ecklers Warehouse	Parts Distributor	$ 6,757,474.00
Global Foods Warehouse	Food Processing Facility	$ 1,440,800.00
Captive Aire Warehouse	26000 SF Warehouse Addition	$ 1,325,000.00
City of Kissimmee	West One Hangar Kissimmee Airport	$ 545,800.00
City of Kissimmee	Holland Sheltair T-Hangars Two T-Hangar Structurers	$ 633,800.00
Hernando County BOCC	Hernando County Airport T-Hangers Two T-Hangar structures	$ 895,000.00
Citrus County Mosquito Control District Headquarters	Twenty Thousand Square Ft Design Build Facility H.Q's	$ 975,000.00
South Lake Towing Facility	Multi Bay Garage and Service Facility	$ 650,000.00
City of Kissimmee Vehicle Wash Facility	Kissimmee Public Works Vehicle Wash Bldg	$ 485,000.00
A.C. Furniture Warehouse	12,000 S F Furniture Showroom And Warehouse	$ 785,000.00
City of Mount Dora	New Fire Station Apparatus Facility	$ 122,800.00
Kane Island Combustion Turbine Facility	Pre-Engineered Structures for Power Generation Facility	$ 725,000.00
Aabott Fence Warehouse	Commercial / Industrial Warehouse and Garage	$ 318,000.00
Movie Rider I	Motion Simulator Theatre	$ 625,000.00
Movie Rider II	Motion Simulator Theatre	$ 720,000.00
	Center	

AIRPORT / AVIATION CONSTRUCTION

City of Kissimmee	West One Hangar Kissimmee Airport	$ 545,800.00
City of Kissimmee	Holland Sheltair T-Hangars Two T-Hangar Structures	$ 633,800.00
Hernando County BOCC	Hernando County Airport T-Hangers Two T-Hangar structures	$ 895,000.00
TWA Ramp Level Operations relocation Orlando International Airport	A.O.A Ramp Operations Facility Relocation	$ 545,000.00
Continental Airlines Relocation Orlando International Airport	A.O.A Ramp Operations Facility Relocation	$ 448,000.00
United Airlines Red Carpet Club Orlando International Airport	Public and Private Lounge and Dining	$ 635,000.00
Hyatt Hotel Lobby Orlando International Airport	Lobby Entrance to the Orlando Int Airport Hyatt Hotel	$ 425,000.00

UNIVERSITY PROJECTS / EDUCATIONAL FACILITIES

University of Central Florida Computer Centers I & II	Demolition and Remodel of Computer Centers	$ 4,200.000.00
Central Florida Community College	Fine Arts Center Building Addition	$ 1,497,000.00
Central Florida Community College	Demolition and Remodel of Kitchen	$ 1,522,800.00
University of Central Florida Chemistry Lab Renovation	Remodel to existing Chemistry Lab	$ 1,485,000.00
University of Central Florida Retention Ponds A & B Reclaimed Water Line	Excavate and Relocate fill to Baseball Stadium Install Reclaimed Water Line System	$ 375,000.00 $ 350,000.00
University of Central Florida Sidewalk and Parking Addition	Staff Parking Area adjacent to Student Parking	$ 48,000.00

RESTAURANTS, ENTERTAINMENT, SPECIALTY

Dr Charles Pike DMD	Dental Office	$ 325,000.00
Dr Alejandro Victoria	General Practice Dr.'s Office	$ 225,000.00
Dr. Paul Jacubowski	Dental Office	$ 125,000.00
Benchwarmers Restaurant	Sports Bar / Restaurant	$ 475,000.00
Movie Rider International	Motion Simulator Theatre	$ 720,000.00
Movie Rider International	Motion Simulator Theatre	$ 645,000.00
Copelands of New Orleans	Franchise Restaurant	$ 965,000.00
Hanimizuki Japanese Restaurants	Japanese Sushi Bar	$ 180,000.00
Kishimoto Japanese Restaurant	Japanese Restaurant	$ 145,000.00

MUNICIPLE CONSTRUCTION

City of Mount Dora	W.T. Bland Public Library	$ 2,742,000.00
City of Clermont	Fire Station # 3	$ 1,560,000.00
City of Apopka	New Fire Station # 2	$ 750,000.00
City of Mount Dora	New Fire Station Apparatus Facility	$ 122,800.00
Fire Station 33 St. Cloud	Pre-Engineered Fire Apparatus Building	$ 113,969.00
Fire Station 31 St. Cloud	Pre-Engineered Fire Apparatus Building. Relocation of existing Structure	$ 89,800.00
Citrus County Mosquito Control District Headquarters	Twenty Thousand Square Ft Design Build Facility H.Q's	$ 975,000.00
Citrus County Board of County Commissioners	Water Treatment Facility Lean To Structure	$ 42,000.00
City of Clermont Florida	Historical Train Depot Reroof	$ 35,000.00

City of Clermont Florida	Historical Cooper Library Demolition	$ 104,000.00
City of Clermont Florida	Historical Cooper Library Relocation	$ 42,000.00
City of Clermont Florida	Historical Village Re-Vitilazation Project	$ undetermined
City of Clermont Florida	City Hall I.T. Office Construction	$ 28,000.00
Seminole County Port Authority	Re-Roof Metal Building	$ 112,500.00
City Of Maitland Maitland Senior Center	New Ground Up Senior Center and	$ 525,000.00
City Of Maitland Maitland Boulevard Landscaping	Landscaping the center Median of active Hwy during normal Bus Hours	$ 125,000.00
City Of Maitland Private Drive Brick Pavers	Brick Pavers at street level and addition of sanitary lift station	$ 94,000.00
City Of Maitland Senior Center Parking Lot	Parking lot and Landscaping	$ 85,000.00
LCBCC Hunter Community Bldg	Repair Damage to existing Building	$ 22,000.00
LCBCC Sorrento Public Library	Tenant Build Out and completion of Existing Facility	$ 28,000.00
LCBCC Road Maintenance Facilities	Interior renovation to existing Road Maintenance Facility	$ 141,000.00
City of Clermont	New Restroom and Picnic Pavillion at existing Park	$ 64,800.00
City of Kissimmee	New Police Facility	$ 3,200.000.00

COMMERCIAL TENANT BUILD OUTS

Owen Bailey Office Space	2500 SF office space build out	$ 225,000.00
Zora Neal Hurston Building	8 story Core Restroom ADA Retrofit	$ 425,000.00
Oppulence Tenant Build out	Retail Build Out	$ 52,000.00

INDUSTRIAL

Larsons Lodge	New 68 Unit 4 Story Hotel	$ 1,900,000.00
Buffets Car Wash	Car Wash and Detail Center	$ 515,000.00
OrthoMerica Products	Renovations to Orthopedics Fabrication Plant	$ 98,000.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, MAR-CON Construction, LLC dba MARBEK Construction Co.

405 S Seminole Ave, Minneola, FL 34755

(Full name and address of legal title of CONTRACTOR)

as Principal, and NGM Insurance Company, 4601 Touchton Rd East,STE 3400 Jacksonville FL 32246,

(Full name and address or legal title of Surety)

as Surety, are hereby held and firmly bound unto the City of Clermont, Florida, in the penal sum of 5 percent of the bid amount, for payment of which, well and truly to be made, we hereby jointly and severally bind our ourselves, successors and assigns.

Signed, this 5th day of February, 2026.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Clermont, a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the 26-042 - Renovation of Clermont Fire Station #2.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal:

MAR-CON Construction, LLC dba MARBEK Construction Co.

(Name of Firm):

By: _____ (L.S.)

Title: PRESIDENT.

Surety:

NGM Insurance Company

(Name of Firm):

By: Daniel Oaks (L.S.)

Daniel Oaks

Title: Attorney-In-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03098216

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Daniel Oaks** ----------
its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Ten Million Dollars ($10,000,000)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 928597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

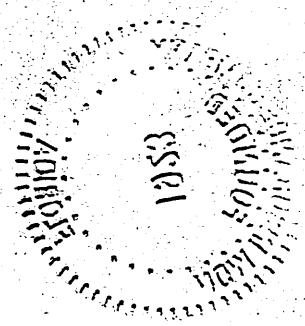
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 5th day of February, 2026.

Nancy Giordano-Ramos, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

HEAT SENSITIVE SHIELD • FADES WITH HEAT OR TOUCH •

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.


1953

Client#: 1405484 131MARBECON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michelle Rose CISR	
McGriff Insurance Services LLC 333 S. Garland Ave Orlando, FL 32801-4927 407 691-9600	PHONE (A/C, No, Ext): 407 691-9600	FAX (A/C, No): 888-635-4183
	E-MAIL ADDRESS: MCRose@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Upland Specialty Insurance Company	16988
INSURED Mar-Con Construction LLC dba MARBEK Construction Co 614 E Highway 50 Ste 324 Clermont, FL 34711-3164	INSURER B : SiriusPoint Specialty Insurance Corp	16820
	INSURER C : Midvale Indemnity Company	27138
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	*	*	USPCL0304825	10/16/2025	10/16/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X BI/PD Ded:5,000						MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY	*	*	CA00020535	11/17/2025	11/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			USXCL0108925	10/16/2025	10/16/2026	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	Excess Liability			TSX00063925	10/16/2025	10/16/2026	Each Occ $5,000,000 Aggregate $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Supplemental Name **

First Supplemental Name applies to all policies - Mar Con Construction LLC. DBA MARBEK Construction Co

*Blanket Additional Insured status is granted with respects to General Liability if required by written contract per endorsement Additional Insured-Owners, Lessees - Schedule Person or Organization: Form (See Attached Descriptions)

CERTIFICATE HOLDER

City of Clermont
685 W Montrose Street
Clermont, FL 34711-2119

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allen Ironmonger

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

CG2010(12-19)
*Blanket Additional Insured status is granted with respects to General Liability if required by written contract per endorsement Additional Insured-Owners, Lessees or Contractors Completed Operations Form CG2037(12-19)
Primary & Non-Contributory with respects to General Liability if required by written contract per Primary & Non-Contributory - Other Insurance Condition Form CL0016(07-21)
*Blanket Waiver of Transfer of Rights of Recovery Against Others TO US with respect to General Liability if required by written contract is included per endorsement Waive of Transfer of Rights of Recovery Against Others To US FORM (Waiver of Subrogation) Form CG2404(12-19)
*Blanket Additional Insured status is granted with respects to Automobile if required by written Contract Permit or Agreement per Business Auto Policy Enhancement Endorsement Form CA7613(07-22)
*Blanket Waiver of Subrogation with respects to Automobile if required by written contract is included per Business Auto Policy Enhancement Endorsement Form CA7613(07-22)
Bodily Injury / Property Damage Combined and Personal & Advertising Injury Per Occurrence(Including Loss Adjustment Expense - Deductible $5,000
Claims Involving Uninsured/Underinsured Subcontractors CL0019(10-22) Deductible $25,000
Medical Expenses Deductible $5,000 Basically excluded. By showing a limit and deductible.
Excess Follow Forms to underlying General Liability and Automobile

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh McLennan Agency, LLC - Bouchard Region 101 North Starcrest Drive Clearwater, FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (727) 447-6481 **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** American Zurich Insurance Company / 40142
INSURED FrankCrum 9, Inc. Alt. Emp: Mar-Con Construction LLC dba: Marbek Construction Co 100 South Missouri Avenue Clearwater, FL 33756	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 25FL0801010505 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 47-58-512-14	06/01/2025	06/01/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
				Location Coverage Period:	06/01/2025	06/01/2026	**Client#** 90063-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

Mar-Con Construction LLC dba: Marbek Construction Co
614 E Hwy 50 Ste 324
Clermont, FL 34711

CERTIFICATE HOLDER

City of Clermont
685 W Montrose Street
Clermont, FL 34711-2119

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd George

© 1988-2015 ACORD CORPORATION. All rights reserved.

MARBEK Construction Co.

614 E Hwy 50 Ste 324 Ph 352-242-1084 / Fax 352-242-1081 Clermont, Fla. 34711

References

Mr. Brandon Hafner
Vice President, Facilities
Captive Aire Systems
4641 Paragon Park Road
Raleigh, NC 27616
919-427-1646
brandon.hafner@captiveaire.com

Multiple projects Captive Aire Systems Groveland Fla Industrial Park

Mr. Jake Fox
Project Manager
Woodies Wash Shack
142 Platt Street
Tampa, Fl. 33606
954-296-6224
jfox@woodieswash.com

Woodies Wash Shack
Silver Palm Blvd
Sarasota, Fl.

Ms. Judy Sapp
Owner
WashWorx
35910 Utility Dr
Fruitland Park, Fla.
407-241-6717
jsapp@washworx.com

Multiple Wash Facilities across Central Florida

Mr. Fulvio Romano
Architect
Rabits & Romano Architects
5205 S Orange Ave
Edgewood, Fla. 32809
407-433-3467
fulvio@rabits-architect.com

Multiple Projects over Several Years

LIST OF SUBCONTRACTORS

List below the subcontractors to be used in conjunction with this solicitation.

What is the estimated percent of work that the Prime Contractor will self-perform? 8 %

Company Name Contact Name and Phone Number License Number	Description of Work to be Performed or Commodity to be Supplied	Dollar Value of Subcontract
Construction Genes LLC	**Sub/Supplier/In-house** (Select One)	$ 332,546.00
Kent Brink	Sub	
863-845-8829		
Michaels Lighting & Electric	**Sub/Supplier/In-house** (Select One)	$ 466,920.00
Stephen Fazio 407-595-5361	Sub	
EC 13010991		
Apple Air Conditioning and Heating	**Sub/Supplier/In-house** (Select One)	$ 299,338.00
Jenna George 407-654-3777	Sub	
CMC056836		
All Star Fire Inc	**Sub/Supplier/In-house** (Select One)	$ 39,938.00
Cotey Crews 352-537-8985	Sub	
EFA000705		
Water Works Plumbing	**Sub/Supplier/In-house** (Select One)	$ 139,400.00
Chad 352-598-2557	Sub	
CFC1427646		
	Sub/Supplier/In-house (Select One)	
	Sub/Supplier/In-house (Select One)	

LIST OF SUBCONTRACTORS

Company Name, Contact Name, Phone Number, License Number	Description of Work to be Performed or Commodity to be Supplied	Dollar Value of Subcontract
	Sub/Supplier/In-house (Select One)	
	Sub/Supplier/In-house (Select One)	
	Sub/Supplier/In-house (Select One)	
	Sub/Supplier/In-house (Select One)	
	Sub/Supplier/In-house (Select One)	
	Sub/Supplier/In-house (Select One)	
	Sub/Supplier/In-house (Select One)	

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MARCHAND, RICK A

MARBEK CONSTRUCTION CO
10401 CALLE DE FLORES DR
CLERMONT FL 34711

LICENSE NUMBER: CGC048743

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

[MULLIGAN CONSTRUCTORS INC] RESPONSE DOCUMENT REPORT

RFB No. RFB 26-042

Construction of Fire Station 2

RESPONSE DEADLINE: February 12, 2026 at 2:00 pm

Report Generated: Thursday, February 12, 2026

Mulligan Constructors Inc Response

CONTACT INFORMATION

Company:
Mulligan Constructors Inc

Email:
jhines@mulliganconstructors.com

Contact:
James Hines

Address:
1027 W Lancaster Road
Orlando, FL 32809

Phone:
(407) 654-6523

Website:
https://mulliganconstructors.com/

Submission Date:
Feb 12, 2026 1:33 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 4, 2026 8:27 AM by Chad Mulligan

Addendum #2
Confirmed Feb 4, 2026 8:27 AM by Chad Mulligan

Addendum #3
Confirmed Feb 4, 2026 8:27 AM by Chad Mulligan

Addendum #4
Confirmed Feb 4, 2026 8:27 AM by Chad Mulligan

Addendum #5
Confirmed Feb 4, 2026 8:27 AM by Chad Mulligan

Addendum #6
Confirmed Feb 4, 2026 8:27 AM by Chad Mulligan

Addendum #7
Confirmed Feb 4, 2026 8:27 AM by Chad Mulligan

Addendum #8
Confirmed Feb 4, 2026 8:27 AM by Chad Mulligan

Addendum #9
Confirmed Feb 4, 2026 10:23 AM by Chad Mulligan

QUESTIONNAIRE

1. Submittal Requirements*

By submitting a response to this solicitation, the bidder has read, understands, and acknowledges the following documents must be submitted with their response or the bid submittal may be deemed non-responsive.

- Completed Vendor Information and W-9 form;
- Minimum Qualifications;
- Work References Form;
- Non-Collusion Declaration;
- E-Verify Confirmation
- Proof of insurance/evidence of insurability (see Insurance Requirements;
- Any Contractor required licenses; and
- Bonds and any additional submittal requirements, if applicable.

Confirmed

2. Time of Completion*

Substantial completion must not exceed Two Hundred Seventy (270) calendar days from issuance of purchase order and/or notice to proceed.

Final completion will be Thirty (30) calendar days thereafter.

Enter the number of calendar days for substantial completion if different from above.

270 calendar days

3. Vendor Information & W-9*

Please download the Vendor Information form, complete it, and upload it with a copy of your W-9.

- Vendor_Information.pdf

VENDOR_INFO_PKG.pdf
GC_License_Exp._2026.pdf
BTR_EXP_2026.pdf

4. Minimum Qualifications*

Please provide evidence of meeting the minimum qualifications stated in the scope of work by uploading your company performance/experience.

Clermont_FS_Qualification_Submission.pdf

5. Bid Bond*

Please download, complete, and upload the **fully executed** Bid Bond.

- Bid_Bond.pdf

BID_BOND.pdf

6. Proof of Insurance*

Please upload proof of insurance per the requirements stated in the Response Procedures section of this solicitation.

COI.pdf

7. Work References*

Please download, complete, and upload the Work References form.

- Work_References.pdf

Work_References.pdf

8. List of Subcontractors*

Please download, complete, and upload the List of Subcontractors form.

- List_of_Subcontractors.pdf

List_of_Subcontractors.pdf

9. Additional Information

Upload additional information pertaining to this solicitation.

No response submitted

10. Conflict of Interest Disclosure*

I HEREBY CERTIFY that:

A. I, the Individual submitting this response, am a duly authorized representative of the firm (Respondent), and I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

B. Except as listed below (in the following question), no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

C. This bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services. It is in all respects fair and without collusion or fraud.

Confirmed

11. Exceptions to Conflict of Interest Disclosure*

List any exceptions here, or type "N/A".

N/A

12. Drug-Free Workplace*

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

F. Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

The respondent has a drug free workplace policy as identified in the company policy attached to this certification.

13. Drug-Free Workplace Policy

If the company has a drug-free workplace policy, please upload such policy in this section.

DFWP_POLICY.pdf

14. Non-Collusion Statement*

The undersigned declares:

I am an authorized representative with binding authority for my company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder

or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that this declaration is executed on the date this bid is submitted.

Confirmed

15. E-Verify Confirmation*

The undersigned declares that the company submitting this bid complies with the following:

All contractors and subcontractors must utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the contractor during the term of the contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with the City Department.

The contractor and subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes (2020), as amended from time to time. Failure to comply with Section 448.095, F.S. will result in termination of the contract. The contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and the contractor will be liable for any additional costs incurred by the City as result of contract termination.

Confirmed

16. Contractor Certification of Disbursement*

By submitting a response to this solicitation, the bidder acknowledges that if they are the successful bidder, they will be required to submit a completed Contractor Certification of Disbursement Form providing that payment to subcontractors and supplies have received their pro rata share of all previous progress payments or if they have not yet been paid their respective pro rata share. A false statement or omission made with the certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

Confirmed

17. Sunbiz Registration*

Please provide your Federal ID Number to verify the company's Sunbiz Registration.

42-1657988
Click to Verify *Value will be copied to clipboard*

18. Terms & Conditions*

By confirming below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Confirmed

19. Q&A Acknowledgement*

I certify that I have read, reviewed, and hereby acknowledge the project Questions & Answers (Q&A), which will be as binding as an addendum. If necessary, I have applied the Q&A to my response accordingly.

Confirmed

20. Supplemental Questionnaire

RESPONDENT INFORMATION*
Enter the following:

A. Respondent's Name

B. Official Representative

C. Principal Office Address

A. Mulligan Constructors, Inc.

B. Jason Mulligan, President

C. 1027 W. Lancaster Road, Orlando, Florida 32809

TYPE OF BUSINESS*
Corporation

BUSINESS INFORMATION*
If a Corporation, answer this:

A. When Incorporated

B. In what State

C. President's Name

D. Vice-President's Name

E. Treasurer's Name

F. Members of Board of Directors

If a Partnership, answer this:

A. Date of organization

B. General or Limited Partnership

C. Name and Address of Each Partner

A. 2005

B. Florida

C. Jason Mulligan

D., E, & F. NA

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER THE PRESENT BUSINESS NAME? *
21 years

DOES YOUR ORGANIZATION HAVE CURRENT OCCUPATIONAL LICENSES ENTITLING IT TO DO THE WORK/SERVICE CONTEMPLATED IN THIS SOLICITATION?*
Indicate Yes or No. If no, please explain.

Yes.

PLEASE STATE LICENSE(S) TYPE AND NUMBER.*
(attach copies with your "Bid" above)

Genreal Contractor CGC1510462

HAVE YOU EVER HAD A CONTRACT TERMINATED DUE TO FAILURE TO COMPLY WITH CONTRACTUAL SPECIFICATIONS?*
Indicate Yes or No. If yes, state where and why.

No.

HAS ANY PERSON OR PERSONS INTERESTED IN THIS SOLICITATION BEEN CONVICTED BY A FEDERAL, STATE, COUNTY, OR MUNICIPAL COURT OF ANY VIOLATION OF LAW, OTHER THAN TRAFFIC VIOLATIONS?*
Indicate Yes or No. If Yes, Explain any convictions.

No.

LAWSUITS (ANY) PENDING OR COMPLETED INVOLVING THE CORPORATION, PARTNERSHIP OR INDIVIDUALS WITH MORE THAN TEN PERCENT (10%) INTEREST.*

A. List all pending lawsuits
B. List all judgments from lawsuits in the last five (5) years
C. List any criminal violations and/or convictions of the respondent and/or any of its principals

If this does not apply, type "N/A"

N/A

CONFLICTS OF INTEREST*
The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal.

If none, type "N/A"

N/A

SUPPLEMENTAL QUESTIONNAIRE*
The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting

this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

Confirmed

PRICE TABLES

BASE BID – COMPLETE CONSTRUCTION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	This price shall include all work required for a complete, code-compliant, ready-for-occupancy fire station, including: Sitework & Utilities, Foundations & Structural Work, Architectural Construction, All Finishes and Interior Improvements, MEP & Fire Protection Systems, Landscape & Irrigation, All Demolition, Patching, and Tie-Ins, All Testing, Startup, Training, Commissioning, and Closeout.	1	Lump Sum	$2,975,290.00	$2,975,290.00
TOTAL					**$2,975,290.00**

LUMP SUM BREAKOUT (INFORMATIONAL ONLY — NOT USED FOR AWARD

These values are for City reference only. Award is based solely on the Total Lump Sum Base Bid.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	General Conditions & Mobilization	1	Lump Sum	$515,641.00	$515,641.00
3	Sitework, Demolition, and Earthwork	1	Lump Sum	$279,593.00	$279,593.00
4	Building Expansion – Structural & Architectural	1	Lump Sum	$1,088,323.00	$1,088,323.00
5	Building Renovation – Existing Facility	1	Lump Sum	$100,000.00	$100,000.00
6	Mechanical, Electrical, Plumbing, Fire Protection	1	Lump Sum	$975,816.00	$975,816.00
7	Landscaping & Irrigation	1	Lump Sum	$15,917.00	$15,917.00

City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: Mulligan Constructors, Inc.

Contact Person and Title: Jason Mulligan, President

Vendor Street Address: 1027 W. Lancaster Road

Vendor City, State, ZIP: Orlando, Florida 32809

Vendor Mailing Address (if different from above): Same address as listed above.

Vendor Email Address: jmulligan@mulliganconstructors.com

Vendor Email Address for Purchase Order (if different from above):

Same as the email address listed above.

Phone Number: (407) 654-6523 Fax Number: (407) 654-7597

Taxpayer Identification Number (include a copy of your W9 form): 42-1657988

Remit to Information (if different from above):

Payment Remit to Name: Mulligan Constructors, Inc.

Payment Remit to Address: 1027 W. Lancaster Road

Payment Remit to City, State, ZIP: Orlando, Florida 32809

Does the business accept invoice payment using the City's Virtual Credit Card? ☐ Yes ☒ No

If so, what is the preferred payment method? ☒ Check ☐ Virtual Card

Please return the completed Vendor Information along with the required W-9 form by email to: procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mulligan Constructors, Inc.

2 Business name/disregarded entity name, if different from above.

Same as above

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1027 W. Lancaster Road

6 City, state, and ZIP code

Orlando, Florida 32809

Requester's name and address (optional)

City of Clermont
Procurement Services

7 List account number(s) here (optional)

NA

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	2	–	1	6	5	7	9	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 2/2/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLIGAN, JASON EDWARD

MULLIGAN CONSTRUCTORS INC
1027 W LANCASTER ROAD
ORLANDO FL 32809

LICENSE NUMBER: CGC1510462

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2026 **EXPIRES** **SEPTEMBER 30, 2026** 5000-0603080

5000 BUSINESS OFFICE $30.00 7 EMPLOYEE(S)

TOTAL TAX	$	30.00
PREVIOUSLY PAID	$	30.00
TOTAL DUE	$	0.00

MULLIGAN RICHARD BRUCE CEO

MULLIGAN CONSTRUCTORS INC
1027 W LANCASTER RD
ORLANDO, FL 32809

1027 W LANCASTER RD
U - ORLANDO - 32809
QB 32548

Paid $ 30.00 H01-25-00766326 07/18/2025

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2026 **EXPIRES** **SEPTEMBER 30, 2026** 5000-0603080

5000 BUSINESS OFFICE $30.00 7 EMPLOYEE(S)

TOTAL TAX	$	30.00
PREVIOUSLY PAID	$	30.00
TOTAL DUE	$	0.00

MULLIGAN RICHARD BRUCE CEO

MULLIGAN CONSTRUCTORS INC
1027 W LANCASTER RD
ORLANDO, FL 32809

1027 W LANCASTER RD
U - ORLANDO - 32809
QB 32548

Paid $ 30.00 H01-25-00766326 07/18/2025

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

LICENSE

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLIGAN, JASON EDWARD

MULLIGAN CONSTRUCTORS INC
1027 W LANCASTER ROAD
ORLANDO FL 32809

LICENSE NUMBER: CGC1510462

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

MULLIGAN CONSTRUCTORS INC. (MCI) AT-A-GLANCE

09 CLERICAL + **09** FIELD = **18** EMPLOYEES

24 YEARS IN BUSINESS

MCI IS A LOCAL, CENTRAL FLORIDA BASED FIRM

MCI WILL PERFORM THIS WORK OUT OF OUR ORLANDO OFFICE AT: 1027 LANCASTER ROAD

24

MCI HAS WORKED WITH PUBLIC AGENCIES FOR 24 YEARS.

OWNER LITIGATION, MAJOR DISPUTES, CONTRACT DEFAULTS IN THE PAST 24 YEARS **0**

ANNUAL REVENUE

2023 ⇨ $34,000,000

2024 ⇨ $53,000,000

ORANGE COUNTY FIRE TRAINING FACILITY W/FIRE STATION

Ground up construction of a **24/7 operational facility** $40mm project, 38-acre site consisting of over 80,000 SF. The project consists of an education building with a two-bay training fire station, the design/build of two five-story drill towers as well as a design/build of a three-story burn building. In all this project consists of constructing 10 new buildings for Orange County to assist in their fire training activities. This project is slated to open in Summer of 2025.

SIZE: 80,000 SF

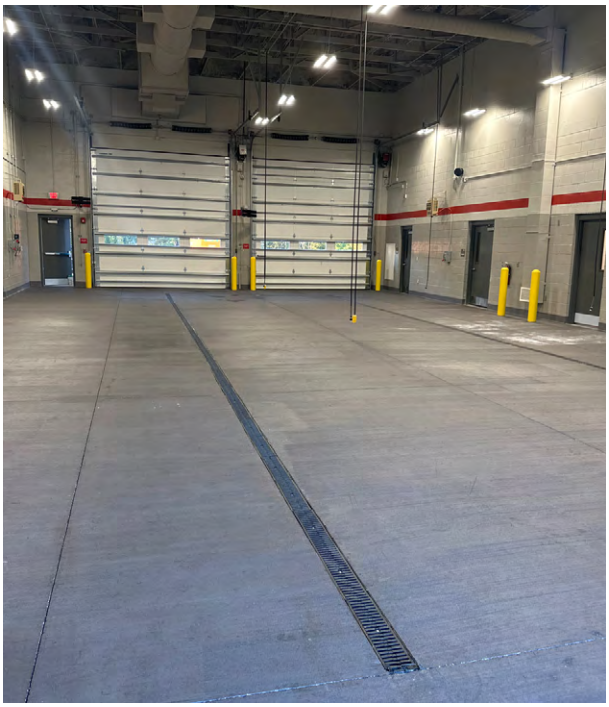
COST:

ORIGINAL CONTRACT - $38,019,365
FINAL CONTRACT - $42,247,717
(Final contract increased due to owner changes.)

DATE: May 2023 - June 2025

VALUE ENGINEERING OPPORTUNITIES:

To date, over $250,000 of value engineering has been accepted.



ORANGE COUNTY FIRE STATION #44

MCI was the prime contractor responsible for all aspects of construction of a new ground up **24/7 operational facility** 9,352 SF two bay fire station. Completed on schedule in 2024. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system.

SIZE: 9,352 SF

COST:

ORIGINAL CONTRACT - $4,880,948
FINAL CONTRACT - $5,359,969
(Final contract increased due to owner changes.)

DATE: June 2022 - September 2023

CONTACT: The project's County contact is Randy Nixon who can be reached at 407-758-3470.

VALUE ENGINEERING OPPORTUNITIES:

On this project Mulligan Constructors was allowed to replace 4" poly iso board and plywood with a Dex Cel and spray foam insulation below deck saving the client +/-$44,000.

HURRICANE HARDENED: YES

ORANGE COUNTY FIRE STATION #80

MCI was the prime contractor responsible for all aspects of construction of a new ground up **24/7 operational facility** 11,532 SF three bay fire station. Construction is scheduled to be completed at the end of April 2024, on schedule. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system.

SIZE: 11,532 SF

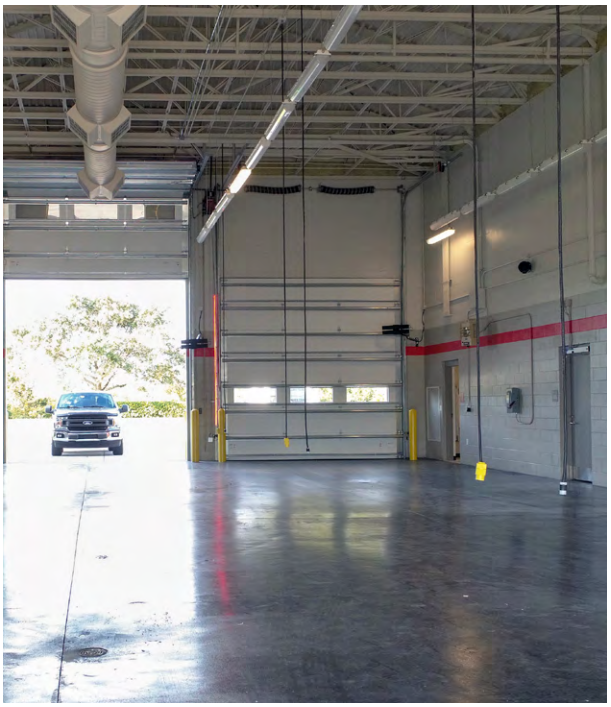
COST:
ORIGINAL CONTRACT - $5,668,750
FINAL CONTRACT - $5,586,126

DATE: August 2022 - August 2023

CONTACT: The County's contact is Scott Reekie who can be reached at 407-408-2152.

VALUE ENGINEERING OPPORTUNITIES:
Value Engineering options were taken for the roofing system as well as several other finish options, resulting in savings of over $200,000.

HURRICANE HARDENED: YES



ORANGE COUNTY FIRE STATION #87

MCI was the prime contractor responsible for all aspects of construction of a new ground-up **24/7 operational facility** 9,352 SF two bay fire station. Construction completed in 2020, on schedule. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system.

SIZE: 9,352 SF

COST:

ORIGINAL CONTRACT - $3,597,629

FINAL CONTRACT - $4,037,456

(Final contract increased due to owner changes.)

DATE: December 2019 - August 2020

CONTACT: The project's County contact is Scott Reekie who can be reached at 407-408-2152.

VALUE ENGINEERING OPPORTUNITIES:

On this project the Owner did not accept any VE options offered by MCI.

HURRICANE HARDENED: YES

ORANGE COUNTY FIRE STATION #68

MCI was the prime contractor responsible for all aspects of construction of a new ground up **24/7 operational facility** 9,352 SF two bay fi re station. Completed in 2022, on schedule. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system.

SIZE: 9,352 SF

COST:

ORIGINAL CONTRACT - $4,129,491
FINAL CONTRACT - $4,499,971
(Final contract increased due to owner changes.)

DATE: September 2020 - July 2021

CONTACT: The project's County contact is Randy Nixon who can be reached at 407-758-3470.

VALUE ENGINEERING OPPORTUNITIES:

On this project the Owner did not accept any VE options offered by MCI.

HURRICANE HARDENED: YES

ORANGE COUNTY FIRE STATION #32

MCi is the prime contractor responsible for all aspects of construction for a **24/7 operational facility** 11,730 SF ground-up block and concrete prototype three bay fire station and vehicle storage facility for Orange County. The project is a level D essential facility including administrative offi ces, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system. This project is currently under construction and anticipated to be completed in early 2025.

SIZE: 11,730 SF

COST:

ORIGINAL CONTRACT: $6,957,777

FINAL CONTRACT: $7,600,000

DATE: September 2024 - October 2025

CONTACT: The project's County contact is Scott Reekie who can be reached at 407-408-2152.

VALUE ENGINEERING OPPORTUNITIES:
There is no VE on the project.

HURRICANE HARDENED: YES

LIST OF FIRE STATION PROJECTS WITHIN THE PAST 10 YEARS

Orange County Fire Station #20

Orange County Fire Station #32 (Under Construction)

Orange County Fire Station #44

Orange County Fire Station #48 (Under Contract)

Orange County Fire Station #68

Orange County Fire Station #80

Orange County Fire Station #84

Orange County Fire Station #87

Orange County Fire Training Facility + Fire Station

Seminole County Fire Station #13

City of Winter Garden Fire Station #21 (Under Contract)

MCI HAS COMPLETED A TOTAL OF TEN (10) FIRE STATION PROJECTS, WITH MULTIPLE MORE UNDERWAY.

JASON MULLIGAN

President / Project Executive

EDUCATION

University of Florida, M.E. Rinker School of Construction Management
Bachelor of Science in Building Construction

CERTIFICATIONS

Certified General Contractor
OSHA 30-hour Training Course
CPR, AED, and First Aid Certification

30 YEARS OF EXPERIENCE

SUMMARY OF QUALIFICATIONS

An experienced Project Executive with over 30 years of experience overseeing construction functions, including team supervision, budget management, deadline adherence, client communication, and vendor and subcontractor relationships.

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL
President / Project Executive

Mulligan Constructors, Inc. (MCI) provides commercial general construction and construction management services to public and private companies. The company works on projects ranging in size from $250,000 to $38 million.

CED CONSTRUCTION - Orlando, FL
Senior Project Manager
Project management responsibilities included estimating, contract negotiations, purchasing, scheduling, coordination between the management company and construction, turnover of buildings to management and the daily management of assigned projects.

VISTANA DEVELOPMENT – Orlando, FL
Project Manager / Director of Construction
As the construction manager, responsibilities included overseeing all operations in the eastern region. This involved managing the development of projects as selected by the Vice President, creating and implementing a weekly reporting system for all directors and project managers in construction and development, assisting in the creation and management of the master schedule on selected projects, creating a responsibility matrix for the construction department, and creating and managing new construction policies.

Also implemented a new standardized contract for all projects, chaired weekly staff meetings, solicited and hired professional staff for selected projects, and negotiated contracts with civil engineers, architects, and landscape architects on selected projects. Additionally, I created, implemented, and managed a warranty program for all projects in the eastern region, centralized all purchasing to the Orlando office, and assisted in creating master project budgets.

Regarding financial responsibilities, I was responsible for full P&L and scheduling for eastern construction. Finally, I liaised between sales, operations, development, and construction departments to ensure that all projects were completed efficiently and effectively.

Project management responsibilities included overall daily management of the Sheraton Vistana Villages project, full P&L responsibilities for all hard costs, scheduling responsibilities, creating bid packages, buyout and subcontractor negotiations, and liaison between sales, operations, senior management, and design professionals.

CARL OTTO

Senior Project Manager

EDUCATION

Bachelor of Science in Architecture
University of Tennessee

CERTIFICATIONS

OSHA 30-hour Training Course
CPR, AED, and First Aid Certification

31
YEARS OF EXPERIENCE

SUMMARY OF QUALIFICATIONS

Hands-on Senior Project Manager responsible for leading the team through preconstruction and construction. Carl will work closely with all stakeholders including the design team, subcontractors, and city representatives in implementing and adjusting finances, contracts, and schedules and acting on potential cost-saving opportunities

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL
Senior Project Manager
2017 to Present

PARTIAL PROJECT LIST:

- Blue Cloud Dental, Orlando, Florida
- Circle K Stores (throughout Central Florida):
  - Apopka
  - Bradenton
  - Mount Dora
  - Fort Myers
  - Haines City
  - Lakeland
  - Longwood
  - Palm Bay
  - Wesley Chapel
- Earth Fare, Lady Lake, Florida
- East Orange Park, Orange County, Florida
- Healthcare Center for the Homeless, Orlando, Florida
- Lake Maude Recreational Complex, Winter Haven, Florida
- Marshalls Department Store, Okeechobee, Florida
- Orange County Fire Stations, Orlando, Florida
  - #44
  - #68
  - #80
  - #87
- Orange County Fire Rescue Training Facility, Orlando, Florida
- Panera Bread, Champions Gate, Florida
- Panera Bread, Vero Beach, Florida
- Panera Bread/Chipotle, Brandon, Florida
- Paradise Grills, Wesley, Chapel
- Sportsman Warehouse, Lady Lake, Florida
- Springhill Suites, West Melbourne, Florida
- Universal Studios, Warehouse Building South, Orlando, Florida

Pooley Enterprises, Inc. - Orlando, FL
Operations Manager
After joining Pooley in 2015, the revenue increased from $4 million to over $10 million in 2016. As of the first quarter of 2017, the company has already secured over $8 million in revenue. Pooley has strong relationships with numerous national developers and holds a company license for South Carolina, North Carolina, Georgia, and Alabama. The projects range from $500,000 to $3 million in value.

Rondack Construction, Inc. - Red Hook, NY
Project Manager
At Rondack, I have managed commercial projects ranging in scope from $500,000 to $5.5M, including manufacturing, automotive, medical, and general office industries. The company's profile is approximately $10M per year.

DANIEL "DAN" LEWIS

Project Superintendent

EDUCATION

West Farmington High School, West Farmington, OH
Trumbull County Vocational School – Warren, OH

38 YEARS OF EXPERIENCE

CERTIFICATIONS

OSHA 30-hour Training Course
CPR, AED, and First Aid Certification
Walmart Certified Superintendent

SUMMARY OF QUALIFICATIONS

Dan is a hands-on Superintendent who is responsible for coordinating all site activities and ensuring safety. He will work closely with Project Managers, Subcontractors, and the design team to implement and adjust the project schedule.

Dan will be on-site full-time, inspecting the work for compliance with the contract documents and ensuring the safety of the project.

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL
Project Superintendent
2013 to Present

PARTIAL PROJECT LIST:

- Mount Dora Commerce Center, Mount Dora, Florida
- Deltona Community Center, Deltona, Florida
- Disney China, Kissimmee, Florida
- Family Dollar – Kathleen, Florida
- Family Dollar – Ocala, Florida
- Great Outdoors Church, Titusville, Florida
- Kilwins Chocolates, Winter Park, Florida
- Mellow Mushroom – Port Orange, Florida
- Naval Training Center, National Guard Armory, Orlando, Florida
- Orange County Fire Stations, Orlando, Florida
  - #44
  - #68
  - #80
  - #87
- Orange County Fire Rescue Training Facility, Orlando, Florida
- Orange Count Three Points Facility, Orlando, Florida
- Orlando Science Center, Orlando, Florida
- Road and Drain Div. – Three Points Maintenance Facility, Orlando, Florida
- Plantation Plaza, Leesburg, Florida
- RaceTrac Convenient Store/Gas Station – Orlando, Florida
- RaceTrac Convenient Store/Gas Station – Oviedo, Florida
- St. Augustine Episcopal Church, Vero Beach, Florida
- Shoppes at Pine Meadows, Deltona
- Sweet Tomatoes, Lady Lake, Florida
- Wawa Convenient Store/Gas Station, Orlando, Florida
  - Goldenrod & Hoffner
  - Donegan & 17-92
- YMCA Renovation

R.D. Michaels & Associates - Orlando, FL
Project Superintendent

Benchmark Building Contractors - Oviedo, FL
Project Superintendent

Advanced Building Constructors - Orlando, FL
Project Superintendent

SHERRY WASHINGTON, MBA

Business Manager and Controller

EDUCATION

Strayer University
M.B.A., Master of Business Administration
Major: Management • Honors Graduate

Columbia College of Missouri
B.S., Business Administration
Double Major: Business Management and Human Resource Management • Magna Cum Laude

State of Florida Notary Public

27
YEARS OF EXPERIENCE

SUMMARY OF QUALIFICATIONS

Sherry is an experienced professional manager with over 25 years of experience. She is highly skilled in directing complex projects from concept to fully operational status. Her administrative and financial expertise is second to none. Sherry is organized, motivated, and has excellent problem-solving and analytical skills. She can also research and communicate effectively with subcontractors and municipal administrators.

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL
2005 to Present

Sherry oversees critical operations that keep projects running smoothly and clients fully supported. From pre-construction and contract administration to ensuring compliance in safety, diversity, equal opportunity (and beyond), this role safeguards our clients' investments.

By managing human resources and company-wide administration with precision, Sherry ensures that every project is backed by strong systems, fair practices, and a commitment to excellence — giving clients confidence that their project is in capable hands.

Pre-Construction / Contract Administration

- Guides clients through pre-construction planning to ensure clarity, efficiency, and cost control.
- Manages contracts with precision, protecting client interests while fostering strong partnerships.
- Coordinates documentation and compliance requirements to keep projects on schedule.
- Provides transparent communication so clients understand scope, milestones, and expectations

Safety

- Implements rigorous safety protocols that protect workers, clients, and the surrounding community.
- Ensures compliance with all OSHA and industry standards, minimizing project risk.
- Conducts ongoing training and monitoring to uphold a culture of safety on every site.
- Delivers peace of mind by prioritizing safety as a core value in all phases of construction.

Equal Employment Opportunity / Diversity

- Promotes inclusive hiring practices that reflect the diversity of the communities we serve.
- Ensures compliance with federal, state, and client-specific EEO requirements.
- Builds project teams that bring diverse perspectives, enhancing innovation and problem-solving.
- Demonstrates a commitment to fairness and equity, reinforcing client values and project integrity.

BONDING LETTER

MATSON-CHARLTON
SURETY GROUP

May 21, 2025

MULLIGAN CONSTRUCTORS, INC.
1027 West Lancaster Road
Orlando, FL 32809

RE: LETTER OF BONDABILITY

To Whom It May Concern:

Mulligan Constructors, Inc. is a highly valued client of The Ohio Casualty Insurance Company (a Liberty Mutual Company) and Matson-Charlton Surety Group. We hold its management in the highest regard.

We have had the privilege of providing Mulligan Constructors, Inc., with a bonding capacity of $50,000,000 for a single job and $100,000,000 aggregate program.

Naturally, we reserve the right to underwrite each surety obligation individually at the time bid or performance and payment bonds are required. We also expect that the execution of any performance and payment bonds would be subject to a review and acceptance of contract, project financing, and bond forms by our client and their surety.

We confirm that The Ohio Casualty Insurance Company has a Best Rating of A (XV), and is licensed to conduct business in the State of Florida. In addition, it is listed with the United States Department of Treasury's Listing of approved sureties.

If you should need further assurances on our fine client, please contact our office.

Sincerely,

John W. Charlton

MATSON-CHARLTON SURETY GROUP
700 South Dixie Highway, Suite 100 • Coral Gables, FL 33146
Phone: 305.662.3852 • Fax: 305.661.9948
NASBP Member

MULLCON-01 SIDESC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kristy Kohns	
Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	PHONE (A/C, No, Ext): (407) 998-5516	FAX (A/C, No): (321) 214-6407
	E-MAIL ADDRESS: Kristy.Kohns@ioausa.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mulligan Constructors, Inc. 1027 W. Lancaster Rd Orlando, FL 32809	INSURER A : LM Insurance Corporation	33600
	INSURER B : Liberty Insurance Corporation	42404
	INSURER C : Liberty Mutual Fire Insurance Company	23035
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		TB5Z51294747-034	11/29/2024	11/29/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG **Total Aggregate**	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 15,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			AS5Z51294747-024	11/29/2024	11/29/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TH7-Z51-294747-044	11/29/2024	11/29/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2Z51294747-014	11/29/2024	11/29/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFQ 24-069 - Construction Management At-Risk for Fire Station 2

City of Clermont is Additional Insured under the General Liability coverage when required by written contract and subject to the terms and conditions of the policy. All 30-Day notice of cancellation applies to City of Clermont for General Liability, Automobile Liability, and Employers Liability.

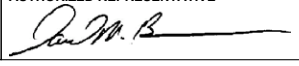
CERTIFICATE HOLDER

City of Ocoee
1 N Bluford Ave
Ocoee, FL 34761

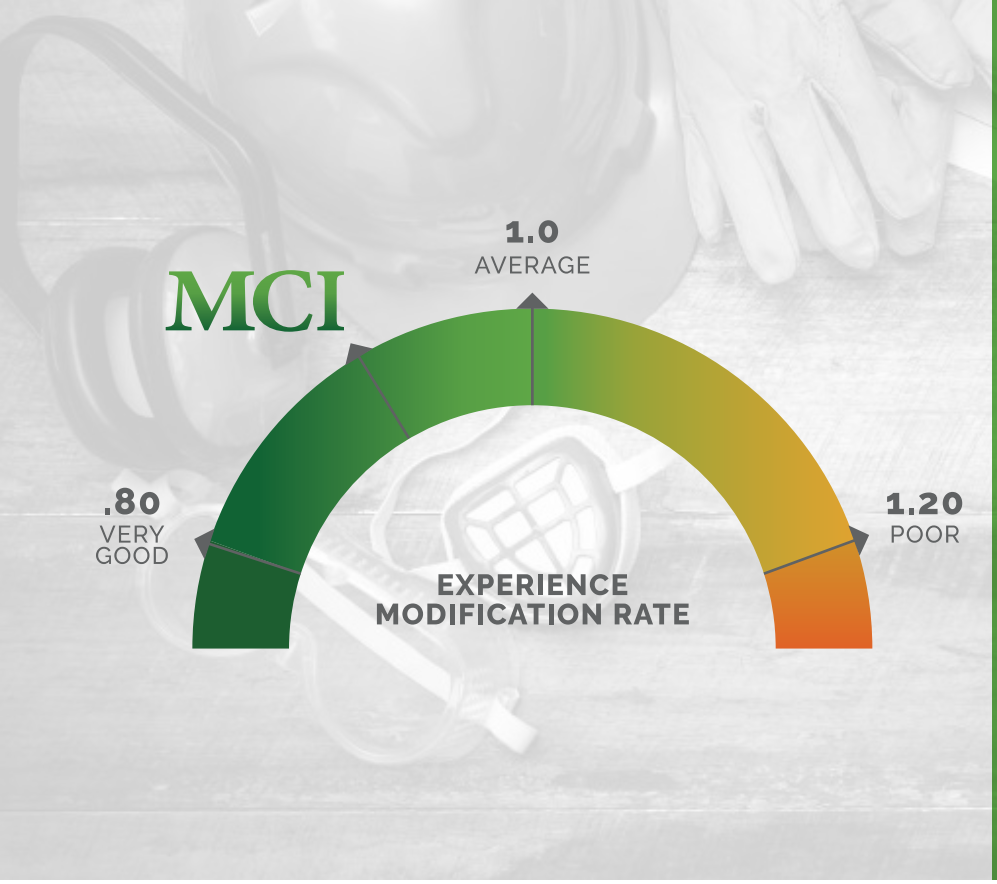
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD



Mulligan Constructors has had zero (0) loss day work accidents in the past 5 years, and has earned an exception experience modification rate of **0.94**.

SAFETY

Mulligan Constructors takes safety very seriously and enforces a comprehensive safety program across all its projects. Our in-depth safety policy is available for review upon request.

Our superintendents receive intensive training in our safety expectations, not only for our team but also for our subcontractors. They participate in ongoing annual education to ensure these standards are consistently upheld.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, MULLIGAN CONSTRUCTORS, INC.

1027 W. LANCASTER ROAD, ORLANDO, FL 32809

(Full name and address of legal title of CONTRACTOR)

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, 175 BERKELEY STREET, BOSTC

(Full name and address or legal title of Surety),

as Surety, are hereby held and firmly bound unto the City of Clermont, Florida, in the penal sum of 5 percent of the bid FIVE PERCENT OF THE AMOUNT BID for payment of which, well and truly to be made, we hereby jointly and severally bind our ourselves, successors and assigns.

Signed, this 5TH day of FEBRUARY, 2026.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Clermont, a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the CONSTRUCTION OF FIRE STATION 2, #RFB 26-042.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal:

MULLIGAN CONSTRUCTORS, INC.
(Name of Firm):

By: _____(L.S.)

Title: PRESIDENT

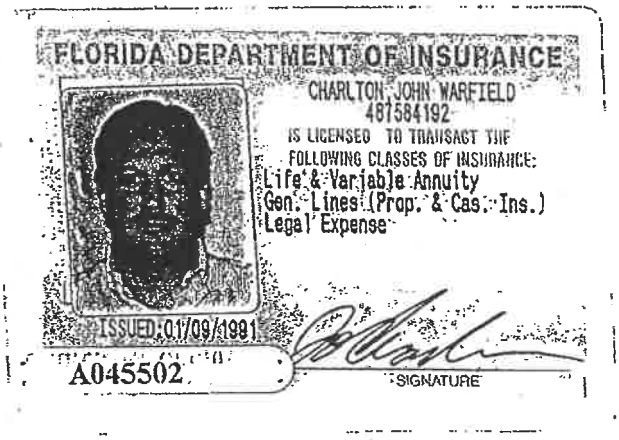
Surety:

THE OHIO CASUALTY INSURANCE COMPAN
(Name of Firm):

By: _____(L.S.)

Title: ATTORNEY-IN-FACT, JOHN W. CHARLTON

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.



FLORIDA DEPARTMENT OF INSURANCE

CHARLTON JOHN WARFIELD
487584192
IS LICENSED TO TRANSACT THE
FOLLOWING CLASSES OF INSURANCE:
Life & Variable Annuity
Gen. Lines (Prop. & Cas. Ins.)
Legal Expense

ISSUED: 01/09/1991

A045502

SIGNATURE

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214257 - 964013**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, D. W. Matson, III , John W. Charlton

all of the city of Coral Gables state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June , 2025 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of June , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January , 2026 .

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

MULLCON-01 SIDESC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kristy Kohns
Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	PHONE (A/C, No, Ext): (407) 998-5516 FAX (A/C, No): (321) 214-6407 E-MAIL ADDRESS: Kristy.Kohns@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Liberty Mutual Fire Insurance Company	23035
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mulligan Constructors, Inc.
1027 W. Lancaster Rd
Orlando, FL 32809

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		TB5Z51294747-035	11/29/2025	11/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG **Total Aggregate**	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 15,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS5Z51294747-025	11/29/2025	11/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TH7Z51294747-045	11/29/2025	11/29/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2Z51294747-015	11/29/2025	11/29/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFB 26-042 - Construction of Fire Station 2
City of Clermont is Additional Insured under the General Liability coverage when required by written contract and subject to the terms and conditions of the policy. All 30-Day notice of cancellation applies to City of Clermont for General Liability, Automobile Liability, and Employers Liability.

CERTIFICATE HOLDER

City of Clermont
Procurement Services Department
684 W. Montrose Street
Clermont, FL 34711

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

SECTION – I
WORK REFERENCES

Respondents shall furnish the names, addresses, and telephone numbers of a minimum of four (4) companies or government organizations for which the respondent is currently furnishing or has furnished similar services.

Company Name: Orange County Board of County Commissioners

Address, City, State, Zip: 400 E. South Street, 2nd Floor, Orlando, FL 32801

Telephone No.: 407-836-5664 Fax No.: 407-836-5899

Email: scott.reekie@ocfl.net

Type of Service: New construction of Fire Station 48 in Winter Garden, FL.

Dates of Service: 08/20/2025 - TBD

Company Name: City of Winter Garden

Address, City, State, Zip: 1 East Cypress Street, Winter Garden, FL 34787

Telephone No.: 407-877-5175 Fax No.: 407-656-4017

Email: jgainza@cwgdn.com

Type of Service: New construction of Fire Station 21 in Winter Garden, FL.

Dates of Service: 08/05/2025 - TBD

Company Name: Orange County Board of County Commissioners

Address, City, State, Zip: 400 E. South Street, 2nd Floor, Orlando, FL 32801

Telephone No.: 407-836-5664 Fax No.: 407-836-5899

Email: scott.reekie@ocfl.net

Type of Service: New construction of Fire Rescue Training Facility in Orlando, FL.

Dates of Service: 03/28/2023 - 04/04/2025

Company Name: Orange County Board of County Commissioners

Address, City, State, Zip: 400 E. South Street, 2nd Floor, Orlando, FL 32801

Telephone No.: 407-836-5664 Fax No.: 407-836-5899

Email: randy.nixon@ocfl.net

Type of Service: New construction of Fire Station 44 in Winter Garden, FL.

Dates of Service: 10/17/2022 - 12/23/2023

LIST OF SUBCONTRACTORS

List below the subcontractors to be used in conjunction with this solicitation.

What is the estimated percent of work that the Prime Contractor will self-perform? 0 %

Company Name Contact Name and Phone Number License Number	Description of Work to be Performed or Commodity to be Supplied	Dollar Value of Subcontract
The Brooks Company, Inc.	**Sub/Supplier/In-house** (Select One)	$ 171,776.00
Lito de Torres - (352) 267-8643	Subcontractor	
CUC1225257	Sitework	
Rapid Removal, Inc.	**Sub/Supplier/In-house** (Select One)	$ 35,985.00
Eric Robertson - (321) 479-9063	Subcontractor	
CGC1527755	Demolition	
Construction Genes, LLC	**Sub/Supplier/In-house** (Select One)	$ 346,346.00
Kent Brink - (863) 845-8829	Subcontractor	
CGC1526021	Concrete & Masonry	
H&S Building Solutions	**Sub/Supplier/In-house** (Select One)	$ 211,439.00
Alan Caicedo - (321) 212-7709	Subcontractor	
CBC1261190	Rough Carpentry, Framing	
Noland's Roofing	**Sub/Supplier/In-house** (Select One)	$ 61,508.00
John Ragone - (352) 242-4322	Subcontractor	
CCC1335461	Roofing	
Brulia LLC dba CMIC Window & Door	**Sub/Supplier/In-house** (Select One)	$ 43,900.00
Robert Wetmore - (727) 230-7033	Subcontractor	
SCC131152259	Storefront, Canopies	
Cajun Installation & Distributing, Inc	**Sub/Supplier/In-house** (Select One)	$ 97,281.00
Jim Sabella - (407) 886-7533	Subcontractor	
N/A	Doors, Frames, Hardware	

LIST OF SUBCONTRACTORS

Company Name, Contact Name, Phone Number, License Number	Description of Work to be Performed or Commodity to be Supplied	Dollar Value of Subcontract
Florida Door Solutions	**Sub/Supplier/In-house** (Select One)	$ 35,840.00
Nikki Cook - (407) 466-8807	Subcontractor	
CBC1259157	Overhead Doors	
Artistic Ceramic Tile & Marble, Inc.	**Sub/Supplier/In-house** (Select One)	$ 46,019.00
Brandon Hamoui - (407) 745-5027	Subcontractor	
N/A	Flooring	
Aggressive Appliances	**Sub/Supplier/In-house** (Select One)	$ 57,383.00
Abby Lemieux - (407) 295-4489	Subcontractor	
N/A	Appliances	
Pye-Barker Fire & Safety, Inc.	**Sub/Supplier/In-house** (Select One)	$ 52,850.00
Sean Watson - (813) 539-3230	Subcontractor	
FPC21-000097	Fire Protection	
Southern Plumbing of Ocala, Inc.	**Sub/Supplier/In-house** (Select One)	$ 127,159.00
Chris Redd - (352) 629-2747	Subcontractor	
CF-C057587	Plumbing	
Apple Air Conditioning & Heating, Inc.	**Sub/Supplier/In-house** (Select One)	$ 300,338.00
Adam Estrada - (407) 654-3777	Subcontractor	
CMC056836	HVAC	
Craft Electric, Inc.	**Sub/Supplier/In-house** (Select One)	$ 409,749.00
Jimmy Quinn - (352) 378-9274	Subcontractor	
EC13010994	Electrical	

AN OPEN LETTER TO THE EMPLOYEES

Mulligan Constructors, Inc.

(Company Name)

We have come to recognize that substance abuse is an on-the-job problem, as well a social problem, for all of us. We believe abuse of alcohol and use of illegal drugs endangers the health and safety of the abusers and of others around them.

This company has committed to creating and maintaining a drug-free workplace without jeopardizing the job security of valued, but troubled, employees, provided they are prepared to help us help them.

Our policy now formally states that substance abuse will not be tolerated during working hours or on the company premises, including the parking lots. This prohibition includes possession, use, or sale of illegal drugs or alcohol. (Company-sponsored activities during which alcoholic beverages may be served are not included in this provision.

Employees who are found to be under the influence of illegal drugs or alcohol or who violate this policy in other ways are subject to disciplinary action, which may include termination. Because of the serious nature of these violations, each individual case will be thoroughly investigated to determine the appropriate course of action.

It is important that all of us work together to deal with substance abuse and other personal problems to make a safer and even more rewarding place to work.

Sincerely,

Jason Mulligan

President

SUBSTANCE ABUSE PROGRAM

I. STATEMENT OF POLICY

December 1, 2012

In a commitment to safeguard the health of our employees and to provide a safe environment for everyone, Mulligan Constructors, Inc. has established a drug-free workplace policy.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We would like to encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem. Employees who do so will be able to retain their job position in good standing.

While this company understands that employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

Employees are given notice as of the above date that it is a condition of employment to refrain from reporting to work, or working with the presence of drugs or alcohol in his or her body. Employees are subject to drug testing under the standards of this policy on February , which is 60 days from the above date.

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration.

II. DEFINITIONS

A. **"Legal Drug"** - Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.

B. **"Illegal Drug"** - Any drug (a) which is not legally obtainable, (b) which may be legally obtainable but has not been legally obtained, or (c) which is being used in a manner or for a purpose other than as prescribed.

III. POLICY AND WORK RULE

The policy of Mulligan Constructors, Inc. is to employ a work force free from use of illegal drugs and abuse of alcohol, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense.

It is a standard of conduct for employees of the company that no employee shall report to work or work with the presence of illegal drugs or alcohol in his or her body. In order to maintain this standard, the company shall establish and maintain the programs and rules set forth below.

A. Drug Testing of Applicants

All job applicants at this company will undergo screening for the presence of illegal drugs as a condition for employment.

Any applicant with a positive test result will be denied employment at that time but may initiate another inquiry with the company after six months.

B. Drug Testing of Employees

This company will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug screen:

1. **When there is a reasonable suspicion** to believe that an employee is using or has used illegal drugs or is abusing or has abused alcohol;

   Circumstances that could be indicators of a substance-abuse problem and considered reasonably suspicious are as follows:

   - **Information that an employee has caused, or contributed to, an accident while at work.** "Accident" includes injury to person(s) and/or damage to equipment or property.
   - Observable phenomena while at work - such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
   - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
   - A report of drug use provided by a reliable and credible source and independently corroborated.
   - Evidence that an individual has tampered with a drug test during his employment with the current employer.
   - Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

   Whenever possible, the supervisor should have the employee observed by a second supervisor or manager before requiring testing. Employees who refuse substance testing under these circumstances will be terminated and forfeit workers' compensation medical and indemnity benefits.

2. **As a follow-up to Employee Assistance.**

   If the employee, in the course of employment, enters an Employee Assistance Program or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In that case, follow-up testing is optional. If follow-up testing is required, it must be conducted at least once a year for a two-year period after completion of the program. Advance notice of a follow-up testing date will not be given to the employee.

3. **When the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination** that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.

4. **At other times and under such circumstances as deemed appropriate** by company management and current state and/or federal standards. Employees will be given adequate notice of any addition/change/deletion in the company's drug testing requirements.

C. Employee Assistance Program

This company does not maintain an Employee Assistance Program (EAP). The purpose of an EAP is to provide help to employees and their families who suffer from alcohol, drug abuse or other problems. We do, however, maintain a list of local providers of employee assistance, drug and alcohol treatment and family services that employees may access without company involvement.

It is the responsibility of an employee to seek assistance from an EAP ***before*** alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently using an EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

An EAP will provide appropriate assessment, evaluation, and counseling and/or referral for treatment of drug and alcohol abuse. Such employees may be granted leave with a conditional return to work, depending on successful completion of the agreed-upon appropriate treatment regimen, which may include follow-up testing.

The cost of seeking assistance from an EAP or other provider will be the responsibility of the ***employee*** and is subject to provisions of the company's health insurance plan, if any. Please consult the provider for specifics concerning this issue.

D. Grounds for Termination or Discipline

1. Illegal Drug Use

   The following are considered violations of the Mulligan Constructors, Inc. drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:
   - Refusing to take a company-required drug test
   - Failing a company-required drug test (a *positive* test result)
   - An employee bringing illegal drugs onto the company's premises or property (including company vehicles)
   - Possession of illegal drugs or drug paraphernalia on the employee's person
   - Using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug (as previously defined) while on company business or at any time during the hours between the beginning and ending of the employee's workday, whether on company property or not.

2. Alcohol Abuse

   The following are considered violations of the Mulligan Constructors, Inc. drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:
   - Refusing to take a company-required alcohol test
   - Failing a company-required alcohol test
   - An employee who is under the influence of alcoholic beverages at any time while on company business or at any time during the hours between the beginning and ending of the employee's workday, whether on company property or not (including

company vehicles)

An employee shall be determined to be under the influence of alcohol if -

a. the employee's normal faculties are impaired due to consumption of alcohol

or if

b. the employee has a blood-alcohol level of .04 or higher.

E. Confidentiality

1. All information, interviews, reports, statement memoranda, and drug-test results, written or otherwise, received by the employer through a drug-testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter 440.,F.S (Workers' Compensation).

2. This subsection (confidentiality) does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug-test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

F. Medication Reporting Procedure

Employees or job applicants may confidentially report to the company's medical review officer (MRO) the use of prescription or nonprescription medications both before and after being tested. Additionally, employees and job applicants shall receive notice of the most common drugs or medications - by brand name or common name, as applicable, as well as by chemical name - which may alter or affect a drug test. (A listing of these is attached.)

G. Reporting of Test Results

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result. If the employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer. Employees and job applicants also may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration (AHCA), as outlined below.

H. Challenges to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving the notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and why the result does not constitute a violation of the employer's policy. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written response as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such documentation shall be kept confidential by the employer pursuant to confidentiality provisions outlined above, and shall be retained by the employer for at least 1 year.

2. An employee or job applicant may undertake an administrative challenge by filing a

claim for benefits with a Judge of Compensation Claims pursuant to Chapter 440, Florida Statutes, or, if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled.

I. Drugs To Test For

The company may test for any or all of the following substances:

Drugs	Trade or Common Name
Alcohol	Liquor, Beer, Booze
Amphetamines	Biphetamine, Desoxyn, Dexedrine
Cannabinoids	Marijuana, Pot, Grass
Cocaine	Coke, Flake, Snow, Crack
Phencyclidine HCl	PCP, Angel Dust
Methaqualone HCl	Quaalude
Opiates	Paregoric, Morphine, Tylenol with Codeine
Barbiturates	Phenobarbital, Amytal, Nembutal, Seconal
Benzodiazepines	Librium, Valium, Halcion, Restoril
Synthetic Narcotics	Methadone-Polophine, Methadose Propoxyphene-Darvocet, Darvon-N, Dolene

J. Collective Bargaining

This company has no collective bargaining agreement.

K. Consultation Rights

Employees and applicants have the right to consult the company's Medical Review Officer (MRO) for technical information regarding prescription and nonprescription medications.

L. Medical Review Officer

The company's Medical Review Officer is Nancy King, MD, 1412 E. Lime Street, Lakeland, Florida 33801.

Telephone # (863) 688-4121.

DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read the Mulligan Constructors, Inc. Drug-Free Workplace Policy, a summary of the drugs which may alter or affect a drug test and a list of local Employee Assistance Programs and drug and alcohol treatment programs. I have had an opportunity to have all aspects of this material fully explained. I also understand that I must abide by the policy as a condition of initial and/or continued employment, and any violation may result in disciplinary action up to and including discharge.

Further, I understand that during my employment I may be required to submit to testing for the presence of drugs or alcohol. I understand that submission to such testing is a condition of employment with the Company and disciplinary action up to and including discharge may result if:

1) I refuse to consent to such testing
2) I refuse to execute all forms of consent and release of liability as are usually and reasonably attendant to such examinations
3) I refuse to authorize release of the test results to the Company
4) The tests establish a violation of the Company's Drug-Free Workplace Policy
5) I otherwise violate the policy.

I also understand that if I am injured in the course and scope of my employment and test positive or refuse to be tested, I forfeit my eligibility for medical and indemnity benefits under the Workers' Compensation Act upon exhaustion of the remedies provided in Florida Statute 440.102(5).

I ALSO UNDERSTAND THAT THE DRUG-FREE WORKPLACE POLICY AND RELATED DOCUMENTS ARE NOT INTENDED TO CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND ME.

THE UNDERSIGNED FURTHER STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGEMENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME OF HIS OR HER OWN FREE WILL.

_____ _____

SIGNATURE **DATE**

_____ _____

WITNESS **DATE**

OVER-THE-COUNTER AND PRESCRIPTION DRUGS WHICH COULD ALTER OR AFFECT DRUG TEST RESULTS

Purpose of this form: The use of this form is to alert you of the possible influence that prescription drugs may have on the outcome of a drug test. It is for your information only at this time. If necessary, any question about the outcome of a drug test will be addressed by a licensed physician.

Alcohol	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)/
Amphetamines	Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
Cannabinoids	Marinol (Dronabinol, THC).
Cocaine	Cocaine HCl topical solution (Roxanne).
Phencyclidine	Not legal by prescription.
Methaqualone	Not legal by prescription.
Opiates	Paregoric, Parapectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone	Dolophine, Metadose.
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

NOTIFICATION OF POSITIVE DRUG TEST

Dear _____:

On *(date)*_____ you were drug tested according to requirements in our company's drug-free workplace program and policy. In compliance with the State of Florida drug testing standards, your urine/blood specimen was tested twice in a controlled laboratory environment.

We have received the drug test result from our company's medical review officer (MRO), and the result indicates that you have tested positive (failed the test) for the following substance(s):

_____	Cannabinoids (marijuana)	_____	Alcohol
_____	Amphetamines	_____	Cocaine
_____	Phencyclidine (PCP)	_____	Methaqualone
_____	Opiates	_____	Barbiturates
_____	Benzodiazepines	_____	Synthetic Narcotics

In keeping with our company drug-free workplace policy, the following disciplinary procedure(s) will take place immediately:

If you disagree with the test result or have some other related concern, you have the right, within 5 working days after receiving this notice, to submit information to us explaining or contesting the test result, and explaining why the positive test result does not constitute a violation of our drug-free workplace policy. You also have the right, within 180 days of your challenge to the drug test result, to have *your original specimen* retested at another Agency for Health Care Administration certified laboratory. Arrangements and cost will be your responsibility. Other challenge rights to which you may be entitled are included in your copy of our drug-free workplace policy previously distributed to you.

Our company medical review officer is _____, M.D.
Telephone #_____. You may contact the MRO to ask questions or discuss your drug test result.

Sincerely,

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, March 24, 2026	
Agenda Item Name	
Council Member Request	
Requested Action	
Staff Report	
Mayor Murry has requested an agenda item for discussion and potential action regarding an amendment to the City Charter to change City Council member terms from 2 years to 4 years. Should the City Council direct staff to proceed, an ordinance will need to be prepared for first and final reading, along with required public advertising. If the ordinance is approved by the Council, the City will issue a proclamation to place the proposed charter amendment language on the November election ballot for voter consideration.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. SCL-MAIL26031712110	SCL-MAIL26031712110.pdf

COUNCIL MEMBER AGENDA ITEM REQUEST FORM

To request an item be reviewed for possible action by the City Council complete and submit this form and any supporting documents to the City Clerk's Office no later than 12 p.m. the Friday (seven business days) prior to the next regularly scheduled meeting. The City Manager will include the item on the agenda of an upcoming meeting.

Requestor Information

Name Tim Murry

Address 574 E DeSoto St, Clermont FL 34711

Preferred Contact (X) Phone 352 638 8776

( ) Email _____

Item Details

Please provide a detailed summary of item, including City area, service, activity or practice involved.

Discuss and take action to move forward with the necessary action to amend Clermont's City Charter to change city council member terms from two (2) years to four (4) years. The amendment would extend City Council terms from two years to four years to promote stability, continuity of leadership and long-term strategic planning at the municipal level. The initiative would also save the city an estimated $80,000 to $120,000 every other year by eliminating elections every year and lining elections up to take place on even number years with other state elections and the state will pay for the elections. At the present time the city is responsible for the cost of elections held in odd number years.

Desired Action

Motion for Clermont City Council approval to direct the City Manager and City Attorney to write the referendums with the proper language and submit to the supervisor of elections before the deadline to place on this year's (2026) election ballot. Referendums should include changing council member terms from two (2) year to four (4) terms, changing the charter from four (4) two (2) year terms to two (2) four (4) year terms for a maximum of eight (8) years, and restarting a council person eight (8) year limit upon being elected to a four (4) year term.

All supporting documents must be included with this form when submitted.

Pages submitted 2 *Number* **on** 23 Feb 26 *Date*

SEE ATTACHMENT FOR SUGGESTED LANGUAGE FOR FOUR (4) TERM LIMITS

Below is a variation of Ballot language used in Lake County previously. It addresses both the term length and election cycle changes.

Term of Office-City Council

Currently the City Charter provides for annual elections with staggered two-year terms of office. The proposed amendment increases terms from 2 to 4 years and staggers elections every two-years on even numbered years. If approved, council seats 1, 3 and 5 would change to a four-year term upon the 2028 election. Seats 2 and 4 would be up for election in 2027 for an initial three-year term, thereafter a four-year term.

Shall the above described amendments be adopted?

Yes

No